



USAID | AFGHANISTAN

FROM THE AMERICAN PEOPLE

Issuance Date: August 10, 2008
Closing Date: September 15, 2008
Closing Time: 3:00 p.m., Kabul Time

To : Interested Offerors

Subject : Request for Proposal (RFP) No. 306-08-026
Kabul University Men's Dormitory Renovation

The United States Government represented by the U.S. Agency for International Development (USAID) Mission in Kabul, Afghanistan, requests proposals from your firm to provide and perform the Renovation of Men's Dormitory and Design and Construction of a Dining Facility at the Kabul University necessary to accomplish the work described in Section C of this solicitation.

In general, the Prime Contractor shall be responsible for the renovation of the Men's Dormitory to renovate key life safety systems including electrical, heating, fire safety, plumbing and water supply, roofing, windows and doors. The Prime Contractor shall be responsible for providing new plumbing fixtures and furniture at the men's dormitory. The prime contractor shall design and construct a Common Dining Facility for 800 diners which will serve the existing residents and those who will inhabit dorm blocks to be built nearby in the future.

It is anticipated that a Firm Fixed Price Contract shall be awarded as a result of this solicitation. The magnitude of the basic contract is between \$5,000,000 and \$7,000,000. Revealing the budgetary magnitudes for the contract does not mean that offeror should necessarily strive to meet the maximum amounts. The most cost effective approach for achieving the results is encouraged.

As set forth in FAR Part 15, Contracting by Negotiation shall be used for this procurement. The RFP contains clauses incorporated by reference. The full text of the FAR clauses is available on the internet at <http://www.arnet.gov/far/>. The full text of the Agency for International Development Regulation (AIDAR) clauses is available at <http://www.usaid.gov>. Pursuant to Federal Acquisition Regulation (FAR) 15.204-1, Uniform Contract Format, Sections A through J of the attached RFP represent the draft contract and shall be the basis for the contractual relationship between USAID and the selected Prime Contractor.

Please submit your technical and cost proposal as a response to this RFP no later than the date and time indicated above and in Block 9 of the cover page (Standard Form 33) of the solicitation to the following address:

If hand delivered:

Office of Acquisition and Assistance (OAA)
USAID/Kabul, Afghanistan
U.S Embassy
Great Massoud Road,
Kabul, Afghanistan

ATTN: Michael Rossman
Supervisory Contracting Officer
OAA/ USAID, Afghanistan

Internet via e-mail for electronic submission:

OAA-Proposals@usaid.gov

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

Any explanation desired by an Offeror regarding the meaning or interpretation of the solicitation must be requested in writing from Office of Acquisition and Assistance in sufficient time to allow for a reply to reach Offerors before submission of their offers. Oral explanations or instructions given before the award of the contract shall not be binding. Please refer your queries to Abdul Qader, the Acquisition and Assistance Specialist, the primary point of contact for this RFP. His email address is OAA-Proposals@usaid.gov. Any questions related to this solicitation must be submitted electronically on August 25, 2008, in order to provide for a timely response to such questions prior to the closing date.

Any information given to a prospective Offeror concerning a solicitation will be furnished by Office of Acquisition and Assistance to all prospective Offerors as an amendment to the solicitation, if such information is necessary to Offerors in submitting proposals or if the lack of such information would be prejudicial to uninformed Offerors.

The Government reserves the right to award a contract without discussions or the submittal of final proposed revisions, based upon evaluation of the offeror's submitted technical and cost information. Accordingly the offeror's initial offer should contain its best terms from both a cost/price and technical standpoint.

Offerors should retain for their records a complete copy of their proposals for future reference.

Issuance of this solicitation does not constitute an award commitment on the part of the U.S. Government nor does it commit the Government to pay for costs incurred by firms or associations relative to the collection of preliminary information, participation in technical discussions, preparation and submittal of the technical proposals or any subsequent negotiations. Further, the Government reserves the right to reject your proposal if such action is considered to be in the best interest of the Government.

Sincerely,

A handwritten signature in black ink, appearing to be 'M Rossman', followed by a long horizontal line extending to the right.

Michael Rossman
Contracting Officer

SOLICITATION, OFFER AND AWARD			THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING N/A	PAGE OF PAGE(S) 1 70
2. CONTRACT NO.	3. SOLICITATION NO. RFP 306-08-026	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 08/10/2008	6. REQUISITION/PURCHASE NO.	
7. ISSUED BY Office of Acquisition & Assistance USAID, Kabul, Afghanistan US Embassy Great Masood Road, Kabul, Afghanistan			8. ADDRESS OFFER TO (If other than Item 7)			

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

SOLICITATION

9. Sealed offers in original and See Section L copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in See Item 7 until **3:00 PM Kabul time, September 15, 2008.**
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Abdul Qader	B. TELEPHONE NO. (NO COLLECT CALLS)			C. E-MAIL ADDRESS OAA-Proposals@usaid.gov
		Int'l CODE 93	NUMBER (0) 700 234 234-6	EXT. 4529	

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	10 CALENDAR DAYS (%) %	20 CALENDAR DAYS (%) %	30 CALENDAR DAYS (%) %	CALENDAR DAYS (%) %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.	<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE	18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION		
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) ▶		ITEM
24. ADMINISTERED BY (If other than Item 7) CODE	25. PAYMENT WILL BE MADE BY CODE Controller, Office of Financial Management USAID, Afghanistan 6180 Kabul Place, Dulles VA 20189-6180			
26. NAME OF Contracting Officer (Type or print) Michael Rossman, Contracting Officer		27. UNITED STATES OF AMERICA <i>(Signature of Contracting Officer)</i>		28. AWARD DATE

IMPORTANT: Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 SERVICES

The Contractor shall provide and perform the Renovation of Men's Dormitory and the Design and Construction of a Common Dining Facility at the Kabul University necessary to accomplish the work described in Section C of the solicitation. This is a performance-based completion contract. The Contractor shall provide innovative and cost-effective solutions in the Renovation of the Men's Dormitory as further described in Section C.

B.2 CONTRACT TYPE

This is a Firm Fixed Price Contract that uses Performance Based Contracting Methods consistent with the Federal Acquisition Regulations 37.102. For the consideration set forth in this Section B., the contractor shall, during the period specified in Section F.2 of this contract, and within the Firm Fixed Price set forth in Section B.3 below, provide/performance services and deliver reports and other deliverables in accordance with the performance standards specified in Section E.

B.3 CEILING PRICE

The Firm Fixed price of this contract is To Be Determined (TBD) (US\$), the maximum dollar value awarded to the contractor can not exceed the Firm Fixed price.

Schedule of Payment

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 schedule of payments shall be as follows:

(The Contractor shall present a schedule of progress payment traceable to the Project Work Breakdown Structure.)

The Contractor shall submit an original invoice, SF 1034 "Public Voucher for Purchases" (See Section J - 4) 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.3, Prompt Payment, upon receipt of the SF 1034 and other supporting documents specified above.

USAID hereby obligates the amount of TBD (US\$) 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.4 METHOD OF PAYMENT

Payment shall be made for work in progress related to a schedule of values and milestone achievement.

B.5 PERIOD OF SERVICES AND COMPLETION OF WORK

The period of services is from the date of the award up to TBD months.

{End of Section B}

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

MEN'S DORMITORY RENOVATION DESIGN AND CONSTRUCTION OF COMMON DINING FACILITY

KABUL UNIVERSITY, KABUL, AFGHANISTAN

C.1 BACKGROUND

In November 2007, Kabul University's Chancellor, Prof. Dr. A. Rahman Ashraf, requested USAID to assist the University in overcoming its acute shortage of Men's dormitory accommodation. USAID, in conjunction with International Relief and Development (IRD) subsequently assessed the condition of the existing dormitory and kitchen. The Men's Dormitory presently accommodates 2400 students, while it was originally designed for 800 students. It is a 4-storey building, star-shaped in plan. Its bedrooms and common toilets are located in four wings, each of which is attached to a central core containing common facilities. The central core contains a dining hall, recreation rooms, kitchen, and a mechanical room which formerly contained central heating equipment (boiler, diesel tank). A typical bedroom in this dormitory, originally meant for 4 persons, is presently allotted to 12 to 16 students. Such over-crowdedness has created unhygienic conditions, and greatly taxed the building's toilets and common areas. It is in a state of extreme disrepair, with utility systems (electric wiring, heating, and plumbing) either non-functioning or working inefficiently. Its central heating plant is gutted and non-functional. Hot water radiators have been vandalized, and pipes for circulating hot water are damaged and crusted. A kitchen located on the second floor, originally equipped with commercial food preparation equipment, no longer exists. In any case, this space is insufficient for a new kitchen required to cater for the increased numbers of diners. At present meals are prepared in a separate poorly constructed mud-brick masonry building, which is inadequately lighted and poorly ventilated. Food is cooked here on open stoves using wooden logs for fuel. It poses a serious health hazard for the dormitory's cooks and serving staff. The overall assessment is that the Men's dormitory is in a state of dangerous disrepair and requires complete renovation to current engineering and health and safety standards.

C.2 STATEMENT OF OBJECTIVES

The objective of this project is 1) to renovate the Men's Dormitory that will serve as the residential centerpiece of the national flagship university, effectively providing safe and comfortable student accommodations for the youth of Afghanistan for the next several decades. This will also serve as a residential unit for government civil servants who are brought to Kabul from the districts and provinces for in-service training and capacity building during breaks in the Kabul University school year. Providing accommodations for this training shall help build a stronger education program throughout Afghanistan. 2) Design and Construct a Common Dining Facility that shall serve 800 dinners. The Contractor shall provide innovative and cost effective solutions and renovation approaches to achieve USAID's objectives.

The Contractor shall attain the desired end state rather than respond to a detailed scope of work and specifications.

The purpose of the Statement of Objectives (SOO) is to develop and propose effective technical approaches and firm fixed price for the services, materials, equipment and labor and all other efforts necessary or appropriate to achieve the Statement of Objectives. The Contractor shall provide the services in accordance to the Statement of Work (SOW) and Contract Performance Schedule reflective of the Contractor's proposed approach.

C.3 PERFORMANCE OBJECTIVE AND DESIRED OUTCOMES

The objectives and Desired Outcomes are:

1. Renovation of the Men's Dormitory

Renovation works include renovating key life systems which includes electrical, heating, fire safety systems, plumbing and water supply, roofing, windows and doors. New plumbing fixture and other furniture are to be provided. Renovation works would mean to restore the system in a good working state either by repairing or replacing such system

2. Construction of a Common Dinning Facility for 800 dinners which shall serve the existing residents and those who will inhabit dorm blocks to be built nearby in the future. The Construction should provide all the necessary fixtures and furniture.
3. The Outcomes and/or deliverables during Project Execution are:
 - a) Services
 - b) Performance Standards
 - c) Acceptable Quality Levels
 - d) Monitoring Methods
 - e) Incentives/disincentives SoW
 - f) Performance Metrics
 - g) Measurement Plan
 - h) Quality Control/Quality Assurance Plan
 - i) Safety Plan
4. After Project Completion
 - a) A livable and effective Men's Dormitory
 - b) An effective Common Dinning Facility for 800 Dinners

C.4 Constructor's Responsibilities

The contractor shall be responsible for the following:

A. Men's Dormitory

The Men's Dormitory is a 4-story building located on the north western side of the campus. It is star-shaped in plan with four "wings" containing bedrooms and common toilets attached to a central "core". The central core contains common facilities such as dining room, kitchen, lounges, and a mechanical room in the basement. Each wing contains 12 bedrooms on either side of a central corridor, with a common toilet in the middle. The entire building contains 192 bedrooms and 12 common toilets. A typical bedroom, originally designed for 4 boarders, presently accommodates 16.

Renovation of the Men's Dormitory building shall be done in phases to limit the logistical problem of finding accommodation for students displaced by renovation works. The first phase shall include renovation of the infrastructure and utility systems: electricity, plumbing, and central heating system. Each wing (comprising 4 stories) containing bedrooms and common toilets would then be renovated successively. Each wing shall be isolated to enable construction to proceed without posing hazards to existing residents. Renovation work shall include repair of doors and windows, re-plastering walls and ceilings where required, repairing damaged staircases and making egress responsive to fire protection codes, re-wiring and installation of central heating pipes and radiators. Toilets shall be completely reconstructed, including tiling of interiors and placement of new fixtures and fittings. Various elements of the building are described below, with specific tasks identified as part of the overall renovation (highlighted in *bold italics*)

A (1) Structural: The building is structurally sound, since its reinforced concrete frame is not damaged. Fascias (i.e., vertical faces of slab projections on exterior facades) at each floor are damaged and disfigured, and plaster has peeled off at various wall and ceiling surfaces.

Task (A1): Repairs and refilling of cracked and chipped surfaces of interior and exterior walls, columns, beams, floor, ceiling, sidewalks and walkways shall be completed; including covering and sealing with cement mortar, or epoxy, of portions where steel reinforcement is exposed.

A (2) Electrical: Wiring and electrical panels are very extensively damaged. Some wiring repairs were carried out by the University's maintenance department using limited funds. However, the wires are "Open" i.e., not concealed in chaises or plastic conduits, nor were they joined or insulated properly. Hence there is great danger of short-circuiting and electric shocks. Electrical panels and circuit boxes are non-functional, damaged, and worn, causing life safety hazards.

Task (A2): The main electrical distribution panels, circuit breakers, and panel boxes shall be replaced with new long life and commercial quality types. All Electric wiring shall be re-installed completely. All light fixtures shall be replaced with long life and of commercial quality fixtures. All works shall be performed as per National Electrical Code 2008 (NEC).

A (3) Heating System: The original heating system of this building was a hot-water circulation system, using cast-iron radiators for heating internal rooms. Water was heated in a boiler fired by diesel fuel. The mechanical room was situated in the basement, directly below the dining room, in the central core of the building. The heating system is totally gutted. Many radiators, and their associated piping, were vandalized even though some remnants are visible at various locations. Thus there is no central heating in the building. However, students use electric radiant heaters, purchased with their own funds. Since the electrical wiring is inadequate, the unauthorized use of electric heaters by students during cold weather has caused over-heating and frequent short-circuiting.

Task (A3): The existing decrepit system of water circulation pipes, boilers, tanks, and broken radiators should be removed and discarded. A central heating system, along with new steel tanks for diesel fuel, hot water boilers, galvanized water circulation pipes and steel or cast-iron radiators shall be installed in the building. The existing mechanical room, presently used for storage, shall be vacated for installation of boilers, pumps and other mechanical equipment required for hot water circulation. All equipment shall be long life and commercial quality. All work shall be performed as per International Mechanical Code 2006.

A (3option) Alternate Solar hot water system:

Provide solar heating system to be capable of providing sufficient energy of heating water boilers located at bathrooms, kitchen or any other locations. The alternate solar system shall be completed as per International Mechanical Code 2006. The equipment, materials and fixtures required for completion of this job shall be long life and of commercial quality.

Note: This item may not be part of the scope; however contractors are required to provide the cost for this option.

A (4) Plumbing, Water Supply and Sewage: Water supply and sewage disposal pipes are leaking in many instances. Large numbers of toilet fixtures (WCs, washbasins) and their fittings (taps, mixtures, shower heads) are broken, malfunctioning, and have far exceeded their useful life. Toilet floors are chipped, cracked and coming apart at various places.

Task (A4): All bathrooms shall be completely refurbished, including replacement of old fixtures and fittings with new, replacement of western type toilets with eastern, and replacement of all water and sewage pipe. Ceramic non-slip tiles shall be installed on toilet floors, and ceramic glazed tiles shall be installed on wall surfaces and dados. The building sewage system shall be thoroughly checked and examined to ensure its smooth operation and connection with the Kabul University main sewage system. The fixture and materials required for completion of this job shall be long life and of commercial quality. All works shall be performed as per International Plumbing Code 2006.

A (5) Roof: The roof over the central core is leaking in many places, and water has penetrated into ceilings below. Construction of the existing (Common Area) roof is unknown at this time. It is believed to be a bitumen-based membrane covered with a thin cement mortar layer and laid without adequate joints. The mortared surface has cracked, and allowed water to penetrate into the roof slab. Kabul University staff informed USAID that the roofing over bedroom "wings" was repaired three years ago and is therefore not part of this scope.

Task A (5):

New metal trusses with 24 gauge galvanized sheeting shall be installed over the common core area. The trusses shall be firmly connected with roof slab. The new trusses system shall be designed and installed as per International building code 2006. The existing (common area) roof surface shall be covered with 5cm thick polystyrene insulation materials or its equivalent. The roof area over each dormitory wing is not included in this scope of work

A (6) Egress:

Stairs have tread edges broken, which have chipped off, rendering them unsafe and inconvenient for use. Most rail caps have either been removed or were vandalized. Stairs are open to corridors, and do not meet fire-safety requirements.

Task (A6): All interior stair tread shall be replaced and non-slip (Aluminum) metal nosing installed. New Steel rails should be installed on all stair railing posts, with top of railing not less than 1065mm above finished floor level to ensure safety during egress. All existing 36 double- swing doors in corridors and halls shall be made "self-closing", and existing door openings (jambs), frames, shutters and latches repaired and replaced to ensure compliance, as far as possible, with National Fire Protection Association (NFPA) codes for dormitory type buildings. A thorough life safety code review shall be performed to determine full extent of code deficiencies, and methods (fire extinguishers, water hoses, etc.) instituted to avert danger to occupants during fires, and other emergencies. The number of fire extinguishers, water hoses and etc shall meet the minimum requirements of NFPA. New alarm system shall also be designed and installed as per NFPA. The fixture and materials required for completion of this job shall be long life and of commercial quality.

A (7) Windows & Doors:

Doors and Windows appear to be satisfactory. However in numerous areas casements and frames are damaged.

Task (A7): Damaged casements and frames (broken, bent or eroded) shall be replaced and the remainder shall be repaired with new similar materials as existing windows, and broken and cracked glasses replaced, and resealed (application of new putty) to securely fix loose glass panes. Door shutters and frames ((broken, bent or eroded) shall be replaced and the remainder shall be repaired with similar materials as existing doors. Existing fittings (door knobs, hinges, latches, etc.) shall be replaced by new long life and of commercial quality and for rough use expected in a university dormitory. Stainless steel kick-plates shall be installed on the lower base panels of door shutters. Fire doors shall be provided at all stairwells. Doors and windows replacement or repair includes one coat sealant primer and three coats of oil paint if required and installation of screen mesh, sashes, knobs, doors stoppers, hinges, latches and etc.

A (8): Miscellaneous Repairing, Cleaning and Painting:

Task(A8): After all repairs, as described above, have been completed existing paint surfaces, many of which are worn out, damaged, and flaking, shall be removed, and underlying exterior and interior walls and ceiling surfaces cleaned (by washing or sanding) for application of new paint. Three coats of new synthetic plastic emulsion paint shall be applied to all interior surfaces, enamel paint in toilets, and cement based weathering paint on all exterior painted surfaces. All the surfaces shall be sealed with alkali prime coat before applying paint coats.

A (9) Common Kitchen: The building's original kitchen was located on the 2nd floor in the central core. However it ceased to function many years ago, due to breakdown of its equipment (i.e. electric cookers, refrigerators, and other commercial food preparation equipment which was installed within it). At present this space is used for serving food only, cooked food being brought in from a more traditional kitchen (using firewood as fuel) located outside the building.

Task A (9): The kitchen space shall be restored to continue serving its present purpose, i.e. as a serving area for students, and storage space for food and other items. Restoration consists of repairing all damaged surfaces (interior and exterior walls, floor, ceiling, beams, and columns). Non-slip vitrified ceramic tiles shall be installed on floors, and glazed tiles on walls and skirting's where appropriate. After all repairs have been completed existing paint surfaces, many of which are worn

out, damaged, and flaking, shall be removed, and underlying wall and ceiling surfaces cleaned (by washing or sanding) for application of new paint. Three coats of new synthetic plastic emulsion paint shall be applied to all interior surfaces, enamel paint in toilets, and cement based weathering paint on all exterior painted surfaces. All the surfaces shall be sealed with alkali prime coat before applying paint coats.

The terms and conditions for electrical and plumbing system of common kitchen are the same as stated in A (2) and A (4).

A (10) Furnishings. The existing furnishings inside the Men's Dormitory are in poor condition. Many beds are unusable and desk space is non-existent. There are no provisions for personal storage. Common areas lack basic furniture as well.

Task A (10): Each room shall be equipped with beds, mattresses, blankets, pillows, tables, chairs and lockable personal storage space for 8 students per room. Common areas shall be furnished with basic furniture as well of similar quality and quantity as found in the Kabul University Women's dormitory. Furnishings shall be selected that are durable and functional, long life and of commercial quality.

A (11) Laundry: Laundry services are currently provided via a basic exterior washroom. The current facility cannot provide sufficient service to the large number of students and requires renovation or a new laundry facility.

Task (A11). Design and construct a laundry facility with long life and of commercial quality laundry equipment comparable in size and quality to the laundry facility at the Kabul University women dormitory. All work shall be performed as per International Building code (IBC) 2006.

A (12): Temporary Student Housing. Kabul University currently has a shortage of housing and cannot provide accommodations for the students who shall be displaced during the renovation of the Men's Dormitory. Temporary use of an existing University structure, as student housing is required.

Task (A12). Renovate a nearby existing structure (Former Fine Arts Building) for purposes of providing temporary student housing for 400 students until the Men's Dormitory renovation is complete. Provide paint, plaster to the exterior and interior walls and ceiling. Replace electrical and plumbing system with new long life commercial quality electrical equipment and plumbing fixtures. The requirements for installation of plumbing and electrical systems are the same as explained under A (2) and A (4). The electrical system design shall also include the heating requirement of this building.

Task (A12option) Alternate Heating System:

Design a central heating system, along with new steel tanks for diesel fuel, hot water boilers, galvanized water circulation pipes and steel or cast-iron radiators to be designed and installed in the building as per International Mechanical code 2006. A new mechanical room shall be designed and constructed for installation of boilers, pumps and other mechanical equipment required for hot water circulation.

Note: This item may not be part of the scope; however contractors are required to provide the cost for this option.

A (13) Underground Storage Tank Removal and Disposal: Underground Storage Tanks (UST's) are currently in place and require removal. These tanks were used to supply diesel fuel to the defunct boiler. Some soil removal may be required to properly protect groundwater from contamination.

Task (A13). UST Removal and Disposal. UST removal and disposal shall be performed in substantial agreement with the U.S. Army Corps of Engineers "Removal of Underground Storage Tanks Manual", EM 1110-1-4006 September 30, 1998. Deviations from EM 1110-1-4006 shall be subject to USAID approval. All tanks shall be emptied of fuel taking care to avoid contamination of the soil or groundwater each tank shall then be removed for disposal. Up to 20 cubic meters of soil shall be removed if visual indicators show contamination. Disposal of diesel contaminated soil shall be via a lined truck to the most environmentally protective landfill in Kabul Province. Excavated areas,

including the space previously occupied by the diesel fuel tanks shall be filled with clean fill material and properly compacted so as to be usable for other purposes.

A (14) Asbestos Removal and Disposal: Asbestos insulation has been observed covering pipes within the Men's Dormitory and represents a serious health hazard if not handled properly. The quantity of asbestos waste that shall be generated by the renovation of heating and electrical systems is unknown.

Task (A14). Properly contain, remove and dispose all Asbestos waste associated with renovation. Provide a properly trained Asbestos Abatement Supervisor and properly trained Asbestos removal technicians. Supervisor and worker qualifications, and work practices shall be in accordance with the U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM-385-1-1, unless otherwise stated. This standard requires the preparation of an Asbestos Hazard Abatement Plan, including but not limited to a description of each activity where asbestos shall be disturbed; notification of workers; types of containment; air monitoring; personal protective equipment; housekeeping; hygiene; and other pertinent protective measures. Asbestos waste shall be double-bagged and disposed of at the most environmentally protective landfill in Kabul Province. Under no circumstances shall asbestos waste be allowed to expose residents, workers or the public during work or following disposal.

B. Common Dining Facility.

This building shall be located adjacent to the existing Men's dormitory building. It shall be built in a convenient location to facilitate its use, not only by residents of the present Men's dormitory, but other men's dormitories to be constructed in the future, when funds become available to the University. The building shall be centrally heated, by means of hot water circulation, through steel radiators and galvanized iron piping. The Common Dining Facility shall contain the following spaces:

Task B(1). Design and construct a Common Dining Facility to accommodate 800 diners per shift; including kitchen, pantry, storage for crockery/cutlery/linen, storage for groceries/food supplies, furniture including tables and chairs, necessary plumbing, electrical and mechanical works, toilets for staff and users, mechanical room for hot water boiler (for central heating). The new building shall be designed and constructed as per International building code 2006.

Task B (1option). Alternate Solar hot water system: Provide solar heating system to be capable of providing sufficient energy of heating water boilers located dining facility. The alternate solar system shall be completed as per International Mechanical Code 2006. The equipment, materials and fixtures required for completion of this job shall be long life and of commercial quality.

Note: This item may not be part of the scope; however contractors are required to provide the cost for this option.

Task B(3). Demolish existing outdoor kitchen, dispose of demolition materials, and clear and level site for future use.

Quality Control/Quality Assurance

Construction quality of all the work detailed shall be insured through an integrated system of Quality Control by the contractor and Quality Assurance services provided by IRD, consultants to USAID. The Contractor shall be responsible for constructing the work in accordance with approved plans and specifications. The Contractor is responsible for establishing procedures, checks and controls during the construction process which shall assure that construction quality (as required by contract documents) is maintained. These procedures, checks and balances shall be described in a Quality Control Plan to be prepared by the Contractor and submitted to USAID for approval.

Quality Assurance shall be performed by IRD and serve to verify that the levels of workmanship and quality of materials stipulated in the contract specifications are met. IRD shall also verify that the Contractor's Quality Control Plan, Safety and Health Plan, Warranty Plan and Operations and Maintenance Plan are all being followed during the lifespan of the project. IRD shall accomplish

these tasks by assigning a Quality Assurance Engineer (QAE) to the project and working closely with the Contractor's Quality Control Supervisor on compliance. IRD shall prepare and submit to USAID a Quality Assurance Plan for all the works specified for approval prior to the beginning of construction.

Reporting Schedule

The focus of the program is to undertake the renovation of the Kabul University Men's Dormitory in as short a time as possible with minimum disruption to the student educational environment. A monthly reporting schedule supplemented by quarterly progress reports is required. A detailed construction schedule, furnished to the government in Microsoft Project or similar product, is required.

C.5 CONTRACTOR'S RESPONSIBILITY

The Contractor shall be responsible for the following:

- A. **Works:** The Contractor shall provide all services, material equipment, management, labor and all other things necessary to complete the renovation of the Men's Dormitory and achieve USAID's objectives as set out in this SOO. The Contractor's responsibilities shall include:
- 1) All design
 - 2) All procurement
 - 3) All construction
 - 4) All Labor and Equipment
 - 5) Quality Control
 - 6) Independent Quality Assurances
 - 7) Testing and Commissioning
 - 8) Guarantees
- B. **Key Personnel:** The Contractor shall provide a Chief of Party (COP)/Project Manager approved by USAID 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;
 4. will be available to execute instructions and directions from USAID or its authorized representatives;
- C. **Performance Bond:** The contractor shall, at the time of entering into the contract, provide USAID with a Performance Bond or Bank Guarantee in the amount not less than 10% of the total contract amount.
- E. **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.

- F. **Schedule Update Submittals:** The Contractor's shall identify the Work actually completed and reflect the progress ahead or behind the Contract Milestone dates. The contractor shall provide information on the following:
- 1) If the updated Project Schedule indicates an actual or potential delay to the Contract completion date or interim milestone dates, 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 USAID Cognizant Technical Officer and Contracting Officer. USAID. 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.
- G. **Quality Assurance/Quality Control:** The Contractor shall provide quality control during the implementation of the project. USAID will provide Quality Assurance under a separate USAID Contract with International Relief and Development, Inc, (IRD), IRD will provide quality assurance support for this Contract. Quality Assurance Support is not limited to inspection, quality assurance testing and inspection of the works.
- H. **Safety Program and Safety Plan:** 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.
- I. **General Safe Work Practices:** The Contractor shall establish standard operating procedures for the Project to guide employees in safe Work practices. All employees, including managers and supervisors, shall have training and instruction on general and job-specific safety and health practices. Workplace safety and health training practices shall include the following:
- i) Explanation of Contractor's Accident Prevention Plan, Emergency Action Plan, and Fire Prevention Plan, and measures for reporting any unsafe conditions, Work practices, and injuries.
 - ii) Use of appropriate clothing, including gloves, footwear, and personal protective equipment.
 - iii) Information about chemical hazards to which employees could be exposed and other hazard communication program information.
 - iv) Availability of toilet, hand-washing, and drinking water facilities.
 - v) Provisions for medical services and first aid, including emergency procedures.

In addition, 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.

J. **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 and the Statement of Objectives of the contract has been achieved;
- c) Contractor has furnished to USAID all the necessary reports, documentations shop drawings and design;
- 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.

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 Assurance Support, in form and substance satisfactory to USAID, certifying conformity of the standards and specifications required in the contract.

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.

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 IRoA. 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.

K. **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.

- L. **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.
- M. **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 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.
- N. **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.6 **COMMODITY PROCUREMENT**

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

C.7 **ACRONYMS AND ABBREVIATIONS**

- B. The following acronyms are used in this Task Order with meanings as reflected below:

CCN	Cooperating Country Nationals
CLIN	Contract Line Item Number
CTO	Cognizant Technical Officer
IRoA	Islamic Republic of Afghanistan
PDF	Portable Document Format
QA/QC	Quality Assurance/Quality Control
TBD	To Be Determined
USAID	United States Agency for International Development
SOW	Statement of Work
SOO	Statement of Objective
SF	Standard Form
GAO	Government Accountability Office
RFP	Request for proposal

{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	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.246-4	INSPECTION OF SERVICES—FIXED-PRICE	(AUG 1996)
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 University
Kabul, 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 Cognizant Technical Officer (CTO), 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 CTO shall form the basis for payments to the Contractor.

E.3 PERFORMANCE EVALUATION CRITERIA

Evaluation of the Contractor's overall performance in accordance with the evaluation criteria set forth below shall be conducted jointly by the Cognizant Technical Officer and the Contracting Officer. The performance shall be measured with the following illustrative Activity Results and Sub-results:

- A. The contractor shall provide indicators for monitoring activity success. The illustrative indicators provided below shall be used to measure the success of the activity:
- 1) Contractor's Construction Manual
 - 2) Construction Risk Management Program
 - 3) Safety and Health Plan
 - 4) Security Plan
 - 5) Quality Control Program (QCP)
 - 6) Quality Assurance Program (QAP)
 - 7) A project schedule that clearly identifies all critical path items and reports planned actual and forecast activities. Schedule shall be updated and provided to USAID's CTO on a monthly basis.
 - 8) Monthly Progress Reports, including expenditure information
 - 9) Status Reports at 10%, 30%, 95%, and 100%
 - 10) Daily Security/Incident Reports
 - 11) Design at 35%, 65% and 100%
 - 12) Project Drawings (as-built)
 - 13) Submittal Registry
 - 14) Environmental Scoping and Environmental Assessment Plan
 - 15) Operations and Maintenance Plan
 - 16) Warranty Plan

- C. The Contractor shall provide a schedule of the delivery dates for each of the foregoing deliverables. The Contractor shall include other deliverables that the Contractor considers relevant to the success of this activity. All deliverables shall be delivered to USAID's Cognizant Technical Officer (CTO) in Kabul, Afghanistan. The Contractor shall seek confirmation and acknowledgement of completion of from the CTO. The Contractor is responsible for obtaining such receipt and providing it to USAID's Contracting Officer (CO).

E.4 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 Cognizant Technical Officer 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.

- 1) Satisfactory performance record which includes effective independent cost control
- 2) Amounts of cost overruns and under runs, and reasons for them
- 3) 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.
- 4) Task completion against completion dates as discussed in Annual Work Plans and/or anticipated at the time of entering into the contract, with explanation for completion delays; and
- 5) Termination for default or convenience.

E.5 Monitoring and Evaluation

The progress, success and impact of the Contractor's performance under this contract shall be monitored and evaluated. Section E3, above, describes the performance standards to which the contractor shall be held accountable.

E.6 Illustrative USAID Surveillance Methods

A variety of mechanisms shall be used to monitor progress/success of the project and the contractor's performance. As part of its Performance Monitoring Plan, the contractor is committed to additional surveillance methods that shall be included at the time of the contract awards. Other methods are:

- 1) Business meetings between the contractor's team and the USAID Afghanistan team
- 2) Site visits by USAID personnel and other USAID quality control contractors
- 3) Meetings to review and evaluate Annual Work Plans and Progress Reports
- 4) Annual Performance Evaluation Report

E.7 Reports

The reports described in Section F shall be used to maximum extent to evaluate the Contractor's performance.

E.8 Risk Assumptions

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

1. 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.
2. 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.
3. Resources with adequate technical skills may not be readily available in the area.
4. 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	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.211-18	VARIATION IN ESTIMATED QUANTITY	APR 1984
52.242-14	SUSPENSION OF WORK	APR 1984
52.242-15	STOP-WORK ORDER	AUG 1989

F.2 PERIOD OF PERFORMANCE

The effective date of this contract is on or about TBD, and its estimated completion date is TBD.

F.3 PRINCIPAL PLACE OF PERFORMANCE

The principal place of performance of this contract is at Kabul University – Kabul Province, Afghanistan.

F.4 DELIVERY SCHEDULE FOR REPORTS

All reports shall be in English Language. The Contractor shall promptly notify the Cognizant Technical Officer, of any problems, delays, or adverse conditions which materially impair the Contractor's ability to meet the requirements of the contract. Reporting requirements include the following:

A. Life of Contract Milestone Plan

The Milestone plan is the "roadmap" of the Contractor and USAID to make certain that the project is moving in the proper direction towards achieving the objectives during the period of the contract. This plan must include the strategy that sets for the major results and activities, within the Statement of Work of the contract, towards which the contractor shall work. The milestones shall be succinctly and clearly defined, subject to objective determination regarding their performance, and linked to contract objectives. A draft Contract Milestone Plan shall be submitted with the proposal and a final plan shall be due within 45 days from the contract start date. The final plan shall be reviewed and if acceptable approved by USAID and shall be incorporated as part of the contract.

B. Technical Reports

Technical reports are those identified in the Milestone Plan. USAID shall review design documents at the 35% and 65% stages and, if acceptable approve at the 100% stage. Safety and Health, Quality Control and Security Plans shall be submitted prior to the beginning of work for CTO review and approval. These are dynamic documents and shall be revised, as necessary with concurrence by the CTO. The following illustrative technical reports are required:

- 1) Project Schedule (identifies critical path items; reports actual & forecast activities; provided to USAID's CTO on a monthly basis)
- 2) Monthly Progress Reports, including expenditure information
- 3) Design documents at 35%, 65% and 100% development
- 4) Project Drawings (As-Builts)
- 5) Submittal Registry
- 6) Safety and Health Plan
- 7) Quality Control Plan
- 8) Environmental Scoping & Environmental Assessment Plan
- 9) Security Plan
- 10) Operations and Maintenance Plan
- 11) Warranty Plan
- 12) Contractor's Construction Manual

- 13) Contractor's Risk Management Program

C. Contract Completion Report

The contractor shall submit the Contract Completion Report at the end of the project. The report shall describe in summary the following:

- 1) Activities undertaken to achieve the contract objectives
- 2) Results achieved as applied to the Statement of Objectives of this contract.
- 3) Cost of efforts
- 4) Problems encountered and solutions undertaken

D. 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.

F.5 PERFORMANCE STANDARDS

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

- 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.6 ADDRESS FOR REPORTS

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

F.7 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 Cognizant Technical Officer (CTO). 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 CTO, 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 CTO pursuant to section G.3 is: Office of Acquisition & Assistance Office, USAID/ Kabul, Afghanistan

International mailing/Courier address:

Office of Acquisition & Assistance (OAA/Kabul)
USAID, Afghanistan
CAFÉ 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 CTO is authorized by designation to take any or all action with respect to the following which could lawfully be taken by the Contracting Officer, except any action specifically prohibited by the terms of this Contract:

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

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

- (c) The CTO is required to meet quarterly/semi-annually/annually with the Contractor and the Contracting Officer concerning performance of items delivered under this contract and any other administration or technical issues. Telephonic reports may be made if no problems are being experienced. Problem areas should be brought to the immediate attention of the Contracting Officer.
- (d) In the absence of the designated CTO, the Contracting Officer may designate someone to serve as CTO in their place. However, such action to direct an individual to act in the CTO'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 CTO shall bring all contracting problems to the immediate attention of the Contracting Officer. Only the Contracting Officer is authorized to formally resolve such problems. The Contracting Officer 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:

(To be provided upon contract award)

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 B 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
FAR	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
AIDAR	AID ACQUISITION REGULATION (48 CFR Chapter 7)	

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 AUTHORIZED GEOGRAPHIC CODE

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

H.4 LOGISTIC SUPPORT

The Contractor shall be responsible for furnishing all logistic support in the performance of the contract.

H.5 EXECUTIVE ORDER ON TERRORISM FINANCING (FEB 2002)

The contractor is reminded that US Executive Orders and US law prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the contractor to ensure compliance with these Executive Orders and laws. This provision must be included in all subcontracts or sub-awards, if any.

H.6 REPORTING OF FOREIGN TAXES

- a. The contractor must annually submit a report by April 16 of the next year.
- b. Contents of Report.

The report must contain:

- (i) Contractor's name.
- (ii) Contact name with phone, fax and email.
- (iii) Contract number/s.
- (iv) 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 US foreign assistance funds under this contract during the prior US fiscal year.
- (v) Only foreign taxes assessed by the foreign government in the country receiving US assistance is to be reported. Foreign taxes by a third party foreign government are not to be reported. For example, if an assistance program for Lesotho involves the purchase of commodities in South Africa using foreign assistance funds, any taxes imposed by South Africa would not be reported in the report for Lesotho (or South Africa).

- (vi) Any reimbursements received by the Contractor during the period in (iv) regardless of when the foreign tax was assessed and any reimbursements on the taxes reported in (iv) received through March 31.
 - (vii) Report is required even if the Contractor did not pay any taxes during the report period.
 - (viii) 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:
- (i) "Agreement" includes USAID direct and country contracts, grants, cooperative agreements and interagency agreement
 - (ii) "Commodity" means any material, article, supply, goods, or equipment.
 - (iii) "Foreign Government" includes any foreign governmental entity.
 - (iv) "Foreign taxes" means value-added taxes and custom duties assessed by a foreign government on a commodity. It does not include foreign sales taxes.
- d. Where. Submit the original reports to:
- Administrative Contracting Officer
Office of Acquisition & Assistance
USAID/Afghanistan
- e. Subagreements. The contractor/recipient must include this reporting requirement in all applicable subcontracts, subgrants and other subagreements.
- f. For further information, see <http://www.state.gov/m/rm/c10443.htm>.

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

- a. The objectives of the USAID Disability Policy are (1) to enhance the attainment of United States foreign assistance program goals by promoting the participation and equalization of opportunities of individuals with disabilities in USAID policy, country and sector strategies, activity designs and implementation; (2) to increase awareness of issues of people with disabilities both within USAID programs and in host countries; (3) to engage other U.S. government agencies, host country counterparts, governments, implementing organizations and other donors in fostering a climate of nondiscrimination against people with disabilities; and (4) to support international advocacy for people with disabilities. The full text of the policy paper can be found at the following website: <http://www.usaid.gov/about/disability/DISABPOL.FIN.html>.
- b. USAID therefore requires that the contractor not discriminate against people with disabilities in the implementation of USAID programs and that it make every effort to comply with the objectives of the USAID Disability Policy in performing this contract. To that end and within the scope of the contract, the contractor's actions must demonstrate a comprehensive and consistent approach for including men, women and children with disabilities.

E.8 Risk Assumptions

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

1. 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.
2. 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.
3. Resources with adequate technical skills may not be readily available in the area.
4. Adverse weather conditions, i.e. excessive heat or cold conditions, may impact work operations.

{End of Section H}

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.202-1	DEFINITIONS	JUL 2004
52.203-2	CERTIFICATE OF INDEPENDENT PRICE DETERMINATION	APR 1985
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006
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
52.204-1	APPROVAL OF CONTRACT	DEC 1989
52.204-3	TAXPAYER IDENTIFICATION	OCT 1998
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	SEP 2006
52.211-10	COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK	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
52.216-16	INCENTIVE PRICE REVISION—FIRM TARGET	OCT 1997
52.216-16	INCENTIVE PRICE REVISION—SUCCESSIVE TARGETS	OCT 1997
52.216-24	LIMITATION OF GOVERNMENT LIABILITY	APR 1984
52.216-25	CONTRACT DEFINITIZATION	OCT 1997
52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC 1996
52.219-16	LIQUIDATED DAMAGES—SUBCONTRACTING PLAN	JAN 1999
52.222-3	CONVICT LABOR	JUN 2003
52.222-7	WITHHOLDING OF FUNDS	FEB 1988
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 AND ALTERNATE II	AUG 2003 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
52.225-1	BUY AMERICAN ACT—SUPPLIES	JUN 2003

52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	FEB 2006
52.227-9	REFUND OF ROYALTIES	APR 1984
52.227-19	COMMERCIAL COMPUTER SOFTWARE-RESTRICTED	JUN 1987
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
52.232-25	PROMPT PAYMENT	OCT 2003
52.232-27	PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS	OCT 2003
52.232-27	PERFORMANCE-BASED PAYMENTS	FEB 2002
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, EQUIPMENT, 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
52.242-14	SUSPENSION OF WORK	APR 1984
52.242-15	STOP-WORK ORDER	AUG 1989
52.243-4	CHANGES	JUN 2007
52.243-6	CHANGE ORDER ACCOUNTING	APR 1984
52.243-7	NOTIFICATION OF CHANGES	APR 1984
52.244-2	SUBCONTRACTS	JUN 2007
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS	SEP 2006
52.248-3	VALUE ENGINEERING – CONSTRUCTION	FEB 2000
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE)	MAY 2004
52.249-10	DEFAULT (FIXED-PRICE CONSTRUCTION)	APR 1984
52.249-14	EXCUSABLE DELAYS	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
752.7010	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 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.5 52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (SEP 2005)

Notwithstanding any other payment terms in this contract, the Government shall 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 shall 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 shall 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 shall 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 shall 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 shall pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment

improperly. The Government shall 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 shall 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 shall 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 shall 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 flow down. 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 therefore 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 immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

I.6 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 12% 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.7 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.8 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 Section I }

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

ATTACHMENT NO.	TITLE	PAGES
J - 1	USAID PRINCIPAL GEOGRAPHIC CODES	1
J - 2	SF LLL DISCLOSURE OF LOBBYING ACTIVITIES	2
J - 3	Biographical Data Sheets (AID 1420)	2
J - 4	Public Voucher for Purchases/Services (SF 1034)	1
J - 5	22 Code of Federal Regulation (CFR) 216	11

{End of Section J}

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 52.204-8 Annual Representations and Certifications (JAN 2006)

- A. 1. The North American Industry Classification System (NAICS) code for this acquisition is _____ (*insert NAICS code*).
- 2. The small business size standard is _____ [insert size standard].
- 3. The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

- B. 1. If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

- 2. If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:
 - (i) Paragraph (c) applies.
 - (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

- C. The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR CLAUSE #	TITLE	DATE	CHANGE
_____	_____	_____	_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

K.2 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2000)

NOTE: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract. If the offeror is an educational institution, Part II does not apply unless the contemplated contract shall be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT—COST ACCOUNTING PRACTICES AND CERTIFICATION

- (a) Any contract in excess of \$500,000 resulting from this solicitation shall be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

- (b) Any offeror submitting a proposal which, if accepted, shall result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

- (1) *Certificate of Concurrent Submission of Disclosure Statement.* The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:
 - (i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and
 - (ii) One copy to the cognizant Federal auditor.
(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

- (2) *Certificate of Previously Submitted Disclosure Statement.* The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror shall advise the Contracting Officer immediately.

(4) Certificate of Interim Exemption. The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror shall immediately submit a revised certificate to the Contracting Officer, in the form specified under paragraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS—ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror shall advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with paragraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

Yes No

(End of provision)

Alternate I (Apr 1996). As prescribed in 30.201-3(b), add the following paragraph (c)(5) to Part I of the basic provision:

(5) *Certificate of Disclosure Statement Due Date by Educational Institution.* If the offeror is an educational institution that, under the transition provisions of 48 CFR 9903.202-1(f), is or shall be required to submit a Disclosure Statement after receipt of this award, the offeror hereby certifies that (check one and complete):

(i) A Disclosure Statement Filing Due Date of _____ has been established with the cognizant Federal agency.

(ii) The Disclosure Statement shall be submitted within the 6-month period ending _____ months after receipt of this award.

Name and Address of Cognizant ACO or Federal Official Where Disclosure Statement is to be Filed:

K.3 52.230-7 PROPOSAL DISCLOSURE—COST ACCOUNTING PRACTICE CHANGES (APR 2005)

The offeror shall check "yes" below if the contract award shall result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

Yes No

If the offeror checked "Yes" above, the offeror shall—

- (1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice shall be used; and
- (2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

K.4 INSURANCE - IMMUNITY FROM TORT LIABILITY

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

K.5 AGREEMENT ON, OR EXCEPTIONS TO, TERMS AND CONDITIONS

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

K.6 SIGNATURE

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

Solicitation No. _____

Offer/Proposal No. _____

Date of Offer _____

Name of Offeror _____

Typed Name and Title _____

Signature _____ Date _____

{End of section K}

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 entitled " SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)" in Section L of this solicitation. See FAR 52.252-1 for an Internet address (if specified) for electronic access to the full text of a provision. Also, the full text of a contract clause may be accessed electronically at: <http://www.arnet.gov/far/> or <http://www.usaid.gov/>.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	OCT 2003
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR 1991
52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY	APR 1991
52.215-16	FACILITIES CAPITAL COST OF MONEY	JUN 2003
	AID ACQUISITION REGULATION (48 CFR Chapter 7)	
752.202-1(b)	USAID DEFINITIONS CLAUSE—GENERAL SUPPLEMENT FOR USE IN ALL USAID CONTRACTS ALTERNATE 70	JAN 1990 DEC 1986

L.2 52.215-1 Instructions to Offerors—Competitive Acquisition (JAN 2004)

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

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing," "writing," or "written" means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and shall include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

- (1) Unless other methods (*e.g.*, electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

- (2) The first page of the proposal must show—
 - (i) The solicitation number;
 - (ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
 - (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
 - (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and
 - (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

- (3) Submission, modification, revision, and withdrawal of proposals.
 - (i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

 - (ii) (A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and shall not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—
 - (1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or
 - (2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
 - (3) It is the only proposal received.

 - (B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government shall be considered at any time it is received and may be accepted.

- (iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary

evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

- (iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals shall be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
 - (v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.
- (4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.
 - (5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.
 - (6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
 - (7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.
 - (8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.
- (d) *Offer expiration date.* Proposals in response to this solicitation shall be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).
 - (e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall—
 - (1) Mark the title page with the following legend:

"This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of—or in connection with—the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source

without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]"; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

" Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal. "

(f) Contract award.

- (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.
- (2) The Government may reject any or all proposals if such action is in the Government's interest.
- (3) The Government may waive informalities and minor irregularities in proposals received.
- (4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that shall permit an efficient competition among the most highly rated proposals.
- (5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.
- (6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.
- (7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
- (8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.
- (9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

- (10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.
- (11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:
- (i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
 - (ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
 - (iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
 - (iv) A summary of the rationale for award.
 - (v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
 - (vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

Alternate I (Oct 1997). *As prescribed in [15.209\(a\)\(1\)](#), substitute the following paragraph (f)(4) for paragraph (f)(4) of the basic provision:*

(f)(4) The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that shall permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.

L.3 52.233-2 SERVICE OF PROTEST (SEP 2006)

- a. Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Hand-Carried Address: Michael Rossman
Office of Acquisition & Assistance
USAID/Afghanistan
US Embassy Compound
Great Massoud Road, Kabul,
Afghanistan

Mailing Address: Michael Rossman
Office of Acquisition & Assistance
USAID/Afghanistan
US Embassy Compound
Great Massoud Road, Kabul,
Afghanistan

- b. The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.4 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)

a. Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following paragraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include-

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or to other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

b. Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed in FAR 15.406-2.

L.5 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Price with Contract performance-based, contract resulting from this solicitation.

L.6 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

L.7 GENERAL INSTRUCTIONS TO OFFERORS

The Offeror shall follow the instructions contained herein and furnish all information as required. Failure to supply such information may disqualify a proposal.

- a. The offeror is requested to submit a proposal directly responsive to the terms, conditions, specifications and clauses of this RFP. Proposals not conforming to this solicitation may be categorized as unacceptable, thereby eliminating them from further consideration.
- b. Proposals must be received by 3:00 p.m., Kabul, Afghanistan time, on the closing date indicated in Block 9 of the Cover Page (Section A, SF-33) of this RFP (see FAR 52.215-1 entitled "Instructions to Offerors – Competitive Acquisition," which describes the treatment of late proposal submissions). The Offeror may submit its proposal by any of the following means:

1. Electronically - Internet email with up to six (6) attachments (2MB limit) per email compatible with MS WORD, Excel, and Adobe Acrobat in a MS Windows environment to the email address: OAA-Proposals@usaid.gov.

Note: The offeror's proposal must be signed by the authorized representative of the offeror.

2. Via regular mail - Send five (5) paper copies of Volume 1, Technical Proposal and one (1) original and one (1) copy of the other volumes. All mail is subject to US Embassy electronic imagery scanning methods, physical inspection, and is not date and time stamped prior to receipt by USAID/Afghanistan and by the Office of Acquisition and Assistance.

By U.S. Mail: USAID/Afghanistan
 Office of Acquisition & Assistance
 USAID/Kabul
 U.S. Embassy
 APO, AE 09806

By International Mail: Office of Acquisition & Assistance
 USAID/Afghanistan
 US Embassy Compound
 Great Massoud Road
 Kabul, Afghanistan

3. Hand delivery (including by commercial courier) of one (1) original technical proposal and five (5) paper copies and one (1) original and one (1) copy of the other volumes to the Office of Acquisition & Assistance.

USAID/Afghanistan
Office of Acquisition & Assistance
ATTN: Michael Rossman, Contracting Officer
US Embassy Compound
Great Massoud Road
Kabul, Afghanistan

4. If the Offeror submits a hard copy, the Offeror must also include the Proposal on CD-Rom with the text in Word 97 or higher and the budget in Excel.

5. Proposals shall be submitted under cover of a signed SF 33, "Solicitation, Offer and Award". The SF33 shall accompany the Cost Proposal. The person signing the SF-33 must have the authority to commit the offeror to all the provisions of the offeror's proposal.
6. Discrepancies: If an offeror believes that the requirements in these instructions contain an error, omission, or are otherwise unsound, the Offeror shall notify the Contracting officer in writing with supporting rationale immediately, no later than 10 days after the release of the Request for Proposals.
7. Organization/Distribution/Number of Copies/Page Limits

- 1) Proposal Organization

- (a) Proposal Organization: Proposals must be organized into the following volumes with each volume containing (a) Table of Contents, (b) List of Tables and Figures and (c) Glossary of Abbreviations and Acronyms. The following volumes are:

- 1) TECHNICAL PROPOSAL
- 2) COST PROPOSAL

Technical Proposals must not make reference to pricing.

- (b) The contents of the proposal volumes are described herein:

- (i) VOLUME I: VOLUME II: TECHNICAL PROPOSAL

- Executive Summary
- Table of Contents
- Statement of Resources
- Narrative Describing Technical Approach
- Narrative Describing Management Approach and Listing Key Personnel
- Proposed Contract Statement of Work
- Proposed Contract Implementation Schedule and List of Major Milestones
- Narrative Describing Relevant Past Performance

- (ii) VOLUME II: COST PROPOSAL

- Table of Contents
- List of Tables and Figures
- Glossary of Abbreviations and Acronyms
- Proposed Contract Pricing Table
- Cash flow
- Bonding Surety Letters
- Offer's validity Statement
- Joint Ventures, Teaming Arrangements, and/or Letters of Intent
- Capabilities of the Organization and Organization Structure
- Exceptions to Terms and Conditions
- Representations and Certifications
- Financial Responsibility

- 2) Proposal Format

- a) USAID desires brief and specific proposals. However, simply stating that the Offeror understands and intends to accomplish the renovation work or paraphrasing statements in the solicitation is inadequate. Detailed information should be presented only when required by specific RFP instructions. Include items such as graphs, charts, cover pages, dividers,

table of contents, and attachments (i.e. key personnel resumes, reply to case studies, table summarizing qualifications of proposed personnel, past performance summary table and past performance report forms) if any.

- b) Elaborate presentations, brochures or documentation, binding, detailed artwork, or other embellishments are unnecessary and are not desired.
- c) All pricing information shall be addressed in the Price Proposal Volume II. PRICING INFORMATION MUST NOT BE INCLUDED OR REFERRED TO IN TECHNICAL PROPOSAL VOLUME.
- d) Each volume shall be written on a stand-alone basis so that its contents may be evaluated without cross-referencing to other volumes.
- e) Tab indexes shall be used to identify sections within each Volume, but shall not be used to present other information of the proposal.
- f) Each volume shall contain detailed table of contents to delineate the subparagraphs within that volume
- g) Each volume shall contain a list of all tables and figures within that volume.
- h) Each volume shall contain a glossary of all abbreviations and acronyms used, with an explanation for each.

c. Submission of Alternate Proposals

All offerors shall submit a proposal directly responsive to the terms and conditions of this RFP. If an offeror chooses to submit an alternative proposal, the offeror must, at the same time, submit a proposal directly responsive hereto for any alternate to even be considered. Any proposal received in response to this solicitation shall be reviewed strictly as submitted and in accordance with the evaluation criteria specified in Section M.

- d. Offerors must propose for the entire solicitation. Proposals for only a portion of the project will not be considered. Offerors (i.e., prime contractors) are not precluded from proposing subcontractors and/or consultants in order to meet this requirement.
- e. USAID reserves the right to perform a pre-award survey which may include, but is not limited to: (1) interviews with individuals to establish their ability to perform contract duties under project conditions; (2) a review of Contractor's financial condition, business and personnel procedures, etc.; and (3) site visits to the Offeror's organization. USAID, however, is under no obligation to perform such a survey. Accordingly, offerors are advised to submit their best proposal initially.
- f. Offerors should pay particular attention to the Evaluation Criteria (see Section M) and to address each item thereof.
- g. The US Government is not obligated to make an award or to pay for any costs incurred by the offeror in preparation of a proposal in response hereto.
- h. The Offeror should submit its best proposal initially as the Government intends to evaluate proposals and make an award without discussions (except clarifications) as described in FAR 15.306(a). Additionally, the Government reserves the right to conduct discussions should the Contracting Officer deem it necessary.
- i. Proposals must be clearly and concisely written and must describe and define the offeror's understanding and compliance with the requirements contained in Section C. The proposal should clearly address each of the evaluation factors set forth in Section M. All pages of each volume (cost and technical) must be sequentially numbered and identified with the name of the offeror and the RFP number.
- j. USAID will retain one copy of all unsuccessful proposals. USAID will destroy extra hard copies of such unsuccessful proposals.
- k. The offeror should provide the name, e-mail address, telephone number/s, and fax numbers of the individual in the offeror's organization to be contacted, if necessary, during the evaluation of the proposal. Also, the offeror should provide the name/s of the person/s who wrote the proposal (the technical and the cost/business management proposal).

L.8 SITE VISIT (Construction)

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

(b) Site visit is arranged on August 20, 2008. The Offeror has to inform the name below to be registered and included in the site visit. Only two (2) participants will be allowed to visit the site.

Name: Abdul Qader
Address: Acquisition and Assistance Specialist
Office of Acquisition and Assistance, USAID/Afghanistan
Telephone: +93 700 234 234-6 Ext. 4529

L.9 UNNECESSARILY ELABORATE PROPOSALS

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the offeror's lack of cost consciousness. Elaborate art work, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired.

L.10 FALSE STATEMENTS

Proposals must set forth full, accurate and complete information as required by this solicitation (including attachments). The penalty for making false statements in proposals is prescribed in 18 U.S.C. 1001.

L.11 INSTRUCTIONS FOR THE PREPARATION OF THE PROPOSAL

I. TECHNICAL PROPOSAL

- a. Executive Summary: The Executive Summaries must be concise narrative summary of the entire proposal, including significant risks, and a highlight of any key or unique features, excluding price.
- b. Table of Contents: The Technical Proposal shall contain a Table of Contents with page numbers indicated.
- c. Technical Approach: The Technical Proposal in response to this solicitation should provide a straightforward, concise delineation of how the offeror intends to carry out and satisfy the requirements contained in Section C. No contractual price information is to be included in the offeror's technical proposal in order that it will be evaluated strictly on its technical merit. The Technical Proposal will be evaluated by a Technical Evaluation Committee in accordance with the Technical Evaluation criteria set forth in Section M of this RFP. The Technical proposal will be evaluated to determine the Offeror's understanding of the required services and the adequacy of the Offeror's approach to performing the work. Section C reflects the requirements and the objectives of the program. Merely repeating Section C without sufficient elaboration will not be acceptable.

The offeror must provide a tentative Life of Project work plan for implementing the project activities, including all technical aspects and approaches. The plan will outline how the tasks/activities and performance targets will be integrated and accomplished within the timeframe of the contract and address the scenario of fluctuations in funds and the offeror's ability to scale up or scale down activities as the situation warrants.

The Offeror must identify any risks associated with implementation and how the Offeror intends to mitigate those risks.

The Offeror must submit a Proposed Implementation Schedule and Milestone plan: USAID will assess the adequacy and realism of the proposed project implementation schedule and associated

list of Major milestones. Assessment will also consider how well the implementation schedule is integrated with the Proposes Project Work Breakdown Structure.

- d. **Statement of Resources:** The statement of resources describes the resources of team (personnel qualifications and availability). The Offeror shall identify in summary format the names and anticipated positions of the individuals proposed, including key and non-key personnel, those employed by subcontractors and all teaming or other contractor arrangements, short-term personnel or quantity thereof, and home office staff. The Offeror shall submit a complete and current resume for each proposed professional employee (not exceeding 3 pages each) who shall be utilized in the project, if award is made. These resumes must clearly describe the individuals' education, experience, and professional credentials. For each key person (see also L.11, entitled "Instructions Regarding Key Personnel") a signed letter of intent indicating his/her availability under the contract, in terms of days after award of the contract and in terms of long-term commitment to the project as well as agreement to the compensation levels and limitations set forth in the contract and the Offeror's proposal, shall be attached to their resume and submitted for each such person; the letters will not be part of the page limitation. Failure to submit letters of commitment may result in the offeror's proposal being eliminated from consideration for award for failure to meet the requirements of the solicitation. The Offeror's proposal for proposed key personnel must also include supervisory contact details, including names of USAID Cognizant Technical Officers (CTOs), if applicable
- e. **Management Approach:** The offeror's proposal shall describe a comprehensive management plan which includes a staffing plan and organizational chart. The staffing plan should relate directly to the strategies and activities and approaches proposed. Describe how the Offeror shall manage and execute Men's Dormitory Renovation objectives described in the Men's Dormitory Renovation SOO. The Offeror shall include the proposed teaming structure, team members' roles and responsibilities, experience working as a team, and distribution of work (by role of each team member, type of work, geographical location, etc) among team members. The offeror shall also include description of communications procedures and channels among the team.

The management approach shall describe how the Offeror shall acquire, utilize, and manage sub-contractors (beyond the proposed teaming arrangements) to execute the works requirements and the circumstances where additional subcontracts shall be required and the process to ensure sub-contract performance in cost, schedule, quality, and safety. Provide a description of how the project will be financed and costs effectively contained for subcontractors.

The Offeror shall describe the processes and/or plan the Offeror has in place to provide QA/QC and manage health and site safety. The Offeror shall describe the processes in place to identify and mitigate management issues to ensure tasks are executed within cost, schedule and quality goals with minimal USAID oversight. Provide examples (i.e. dealing with schedule delays, subcontractor nonperformance, cost growth, etc) of how these processes have been implemented and describe the outcome.

The Offeror shall describe the process to ensure tasks are executed within cost, schedule and quality goals. The approach shall also describe the Offeror's processes to minimize risks and to ensure that cost, schedule and quality status and issues are clearly communicated with both the Contractor's team and USAID.

The Offeror must include an organizational chart which includes proposed personnel to be funded under the contract and a narrative which corresponds to the organization chart explaining the functions and responsibilities of each position and the relationship and management structure of the organization.

The offeror's management plan shall be evaluated to assess the offeror's planning, organizing, managing of resources and subcontractors, tracking, reporting and controlling contract progress and costs. The evaluation will include how well proposed management techniques will simplify the early identification and resolution of issues or problems. Additionally the plan shall be evaluated to assess the offeror's ability to assign the appropriate mix of skills to ensure continuity, timeliness, and successful accomplishment of the project during periods of funding and (correspondingly) workload fluctuations.

The offeror shall provide a mobilization plan with a timeline which details when Contractor's project office(s) will be functioning and staff mobilized in the project site.

- f. **Statement of Work:** The Offeror must submit a proposed Scope of Work (SOW) that sufficiently reflects the proposed technical approach and specifications. The SOW must be organized in a manner that clearly sets out the Offeror's proposed Work Breakdown Structure (WBS) for the project. The WBS should be organized in a manner that the WBS can be logically tracked through work elements, schedule activities and pricing CLINS.
- g. **Contract Implementation Schedule and List of major Milestones:** The Offeror must submit a draft list of the milestone plan. The Milestone plan is the "roadmap" of the Contractor and USAID to make certain that the project is moving in the proper direction towards achieving the objectives during the period of the contract. This plan must include the strategy that sets for the major results and activities, within the Statement of Work of the contract, towards which the contractor shall work. The milestones shall be succinctly and clearly defined, subject to objective determination regarding their performance, and linked to contract objectives. The Contract implementation schedule must show details of the schedule with equivalent milestone achieved. USAID will evaluate the proposed schedule versus proposed cost. The proposed schedule will be evaluated based on the most advantageous schedule for USAID and the IRoA.
- h. **Past Performance Information:** The Offeror shall submit, as part of its proposal, a list of all current contracts and subcontracts and those completed within the last five (5) years that are similar in size, scope and complexity to the statement of work in this RFP. Additionally, for the three most recent similar contracts of the Offeror, and for each subcontractor, consultant or teaming arrangement, provide the customer's name, contract number, contract value, current postal and e-mail addresses, telephone number for a currently available client/customer point of contact. These lists shall be attached as an annex to the technical proposal, which will not count against the page limit. Also, the Offeror shall submit completed Contractor's Performance Reports for contracts during the past five (5) years, for efforts similar in size, scope and complexity to the work described in the SOW. The completed Contractor Performance Reports shall be attached as an annex to the technical proposal and will not count against the page limit for the technical proposal.

If extraordinary problems impacted any of the referenced contracts or subcontracts, provide a short explanation and the corrective action taken.

Offerors may describe any quality awards or certifications that indicate exceptional capacity to perform/provide the services or products described in the Statement of Work of this solicitation.

If the Offeror does not have a record of relevant past performance information from contracts similar in size, scope and complexity to the SOW requirement, or past performance information is not available, the Offeror shall not be evaluated favorably or unfavorably on past performance but will be given a "neutral" rating.

References identified by the Offeror may be contacted by the Government and information received may be used in the evaluation of the Offeror's past performance. The Offeror must provide point of contacts, telephone numbers and email address of the point of contact. In addition, USAID reserves the right to acquire relevant past performance information from additional sources for purposes of evaluation and may consider such information for purposes of evaluation of past performance if necessary.

The Government will consider in its evaluation the relevance of the Offeror's past performance information considering timeliness of performance, cost control, quality of product or service, customer satisfaction, and effectiveness of key personnel, the Offeror's discussion of past performance problems, if any, and the corrective actions taken to resolve those problems.

II. COST PROPOSAL

- a. Table of Contents: The Cost Proposal shall contain a Table of Contents with page numbers indicated. All pages must be sequentially numbered, and there must be a divider page between each part. Failure to include all information may result in rejection of the proposal as unacceptable.
- b. Cover Page: The Offeror shall submit the cover page (Section A) of this solicitation (Standard Form 33, "Solicitation, Offer and Award") with Items 12 through 18 completed.
- c. List of Tables and Figures: USAID expects that Offeror may propose different renovation approaches and those approaches may not lend themselves to a uniform pricing table. Therefore, USAID is not specifying a required form and format of the schedule of quantities, prices and payments.
- d. Proposed Contract Pricing Table: The Cost Proposal should set forth in detail the financial and management structure as it relates to performance of services described in the solicitation. It shall include whatever schedules are described in the solicitation. It shall explain the proposed unit rates, unit costs, and fee, if any. The offeror's estimating process must be clear and concise and should focus on costs the contractor will incur in planning and implementing the various efforts discussed in Section C. The Offeror shall identify of any proprietary information contained in the proposal.

Offerors are required to propose a detailed price proposal that includes the following:

- 1) A total fixed price for completion of the work proposed by the Offeror.
- 2) A priced bill of materials that includes quantities, unit prices and total fixed prices for each line item.
- 3) A schedule of progress payments sufficiently detailed to allow USAID to confirm delivery and acceptance of the work covered by the progress payment.
- 4) Price proposals must be contractually sufficient in form and format to allow USAID to include the proposal as Section B, Supplies, Services and Prices, of the contract that may result from this solicitation.

Offerors are required to organize their price proposal in a logical and orderly manner. Offers must include sufficient detail and be organized in a manner that facilitates detailed price analysis by USAID. Offerors should organize their price proposals in a manner that pricing is integrated with and traceable to the project Work Breakdown Structure (WBS). It is expected that pricing (and the WBS) can be traceable to an orderly progress of the work. For example, the engineering phase should be presented near the beginning of the price proposal followed by the procurement stage and then followed by the construction/renovation phase. Offerors must present the following price detail for each element of its price proposal:

- 1) Item number: A discreet item number (contract line item number or "CLIN") must identify each price item. The relationship between CLINS and WBS line items should be logical.
- 2) Supply/Service Description
- 3) Estimated Quantity
- 4) Unit of measure such as "Lot", "Each", "Kilo", etc...
- 5) Unit Price
- 6) Total Price
- 7) Summarize each major element of work (a logical and related group of CLINs).

The Cost Proposal consists of the actual offer to enter into a contract to perform the required work. It also includes the required representations and certifications, other statements of the offeror, and other administrative documents and information. Other required documents and information, as described below, include:

- 1) Fully executed Standard Form 33 (SF 33)
- 2) Offeror and subcontractors representations and certifications
- 3) Offeror's Small Business and Small Disadvantaged Business Subcontracting Plan
- 4) Completed Employee Biographical Data Sheets of Key Personnel
- 5) Other required submittals (see list of attachments in Section J).

Offerors are encouraged to propose performance-based incentives and disincentives (penalties) that may encourage improved performance. Proposed incentives should include clearly identifiable performance measurement criteria and must be reasonable and balanced (e.g. incentives for improved performance should be balanced with disincentives for performance that falls below the measurement criteria).

- e. Cash Flow
- f. Offeror's validity Statement: The offeror must present a validity statement. Proposals must remain available for acceptance by USAID for a minimum of ninety (90) days.
- g. Joint Ventures, Teaming Arrangements (TA), and/or Letter of Intent: If any first-tier subcontractor is projected to perform more than 20% of all work on the contract, a signed Teaming Arrangements (TA) or Letter of Intent (LOI) shall be provided for that subcontractor.
- A subcontractor without a TA or LOI with the Offeror is NOT considered as part of the "team" and will not be evaluated as such.
 - Technical Approach, Past Performance Information, and Past Performance Questionnaires submitted for subcontractors without a TA or LOI will not be evaluated.
 - USAID will consider the Offeror and all subcontractors a "team" when evidence of a signed TA or LOI is provided in Volume I, Contract Documentation and Volume II, Technical.
 - The proposal shall present a complete, coherent presentation of team abilities, as applicable.

If the contractor is a joint venture or partnership, the business management proposal must include a copy of the agreement between the parties to the joint venture/partnership. The agreement will include full discussion of the relationship between the firms including identification of the firm which will have responsibility for negotiation of the contract, which firm will have accounting responsibility, how work will be allocated, overhead calculated and profit share, and the express agreement of the principals thereto to be held jointly and severally liable for the acts or omissions of the other.

- h. Capabilities and Experience of Organization and Organization Structure: The Offeror shall provide a clear presentation of the specialized competence that the organization and individuals possess including its experience in the management of multi-faceted efforts which include major infrastructure construction components. This shall include the relevant experience and representative accomplishments of the organization, proposed team members, including subcontractors and/or consultants, in managing and conducting activities within the past five (5) years that are similar in size, scope and complexity to those required by the Statement of Work set forth in this solicitation.

The proposal must also demonstrate that the Offeror has adequate systems and procedures related to: personnel policies and recruitment, travel policies; financial management; procurement, including subcontracting; property management; project management; contract/subcontract administration; progress reporting; and other areas in order to successfully comply with contract requirements and accomplish the expected results.

State what effect or impact, if any, your current workload may have on your organization's ability to start up activities immediately and perform the work covered under this project

- i. Exceptions to Terms and Conditions: Offerors must clearly identify any exception to the solicitation terms and conditions and provide complete accompanying rationale. Exceptions to Terms and Conditions of the solicitation are strongly discouraged. Exceptions taken to terms and conditions of the solicitation, to any of its formal attachments, or to other parts of the solicitation shall be identified. Each exception shall be specifically related to each paragraph and/or specific part of the solicitation to which the exception is taken. Provide rationale in support of the exception and fully explain its impact, if any, on the performance, schedule, cost, and specific requirements of the solicitation.
- j. Financial Responsibility: The offeror must submit sufficient evidence of responsibility in order for the Contracting Officer to make a determination of responsibility pursuant to the requirements of FAR 9.104. The Business Management Proposal should substantiate that the offeror—

- a) Has adequate financial resources or the ability to obtain such resources as required during the performance of the contract;
- b) Is able to comply with the required or proposed delivery of performance schedule, taking into consideration all existing business commitments, commercial as well as governmental;
- c) Has satisfactory record of performance; and
- d) Has satisfactory record of integrity and business ethics.

A letter from your cognizant Government Audit Agency stating whether or not your accounting system has been approved and your latest final, accepted, indirect cost rates, the current acceptable rates for bidding purposes, the base to which such rates are to be applied and the method of application. Also state: the name and address of the cognizant agency; the name and telephone number of the cognizant auditor; and the types of contract for which your accounting system has been approved. The offeror shall also provide substantially the same information for each proposed subcontractor.

If the offeror has no cognizant Government Audit Agency, the Offeror should provide balance sheets and profit and loss statements for the last two complete years and for the current year to date. The profit and loss statement should include details of the total cost of services sold, including a listing of the various indirect costs and be supplemented by information on the organization's customary overhead method, together with supporting computations of the basis of the proposed overhead rates. Audited balance sheets and profit and loss statements if not available, return and submitted to Federal tax authorities for the offeror's last two complete fiscal year's and for current fiscal years may be unaudited) the profit and loss statements should include details of the total cost services sold, and be annotated by either the auditor or offeror to delineate the offeror's indirect expense pools and customary indirect cost distribution base.

In addition to the above, Offerors shall explain how performance for the initial 90 days of the resultant contract will be funded. If the Offeror intends to rely on internally available working/operating capital, evidence of availability shall be submitted. If the Offeror plans to rely on financial support from other sources, identify the maximum lines of credit that may be available. Include documentation to support the line of credit amounts and a point of contact for the lender.

The above information shall be provided for the Offeror and team members performing more than 20 percent of the proposed contract effort. If the Offeror is a combination of firms (for example, a partnership or joint venture), discuss the financial responsibilities among the companies. Historical and year-to-date financial data shall be submitted for each company that makes up the Offeror, and the ability to fund contract performance shall be addressed for the combined firm.

Financial responsibility is not an evaluation criterion. A contract may only be awarded to the Offerors who are deemed responsible in accordance with the Federal Acquisition Regulation (FAR).

- k. Performance Bonds and Surety: Provide proof of excess bonding capacity with bonding capability letters from an approved surety listed with the Department of Treasury. Letters must be notarized and signed by someone who can represent the surety. Letters signed by agents are unacceptable unless accompanied by a Power of Attorney granting proper authority to the agent.

L.12 INSTRUCTIONS REGARDING KEY PERSONNEL

The contract proposed by this solicitation includes a key personnel clause, and the quality of key personnel proposed will be an evaluation factor. Offerors shall propose the positions under the contract that are considered key to achieving the Program's goal and results. Key personnel must include a Chief of Party/Project Manager and should at a maximum, number five. However, except for the Chief of Party/Project Manager position, there is no USAID preference for particular functions in a proposed organization. The Offeror must include as part of its proposal, letters of commitment signed by each person

proposed as key personnel confirming their present intention to serve in the stated position and their present availability to serve the project.

Key personnel shall serve the project and shall not be diverted to other current or future projects of the Contractor. The Contractor shall likewise be responsible for the cost of moving and replacing key personnel if they serve for a period less than the requisite period.

Please note that USAID reserves the right to interview the candidates proposed for key positions by offerors whose proposals have the best chance of being selected for award.

L.13 AUTHORITY TO BIND THE GOVERNMENT

The Contracting Officer is the only individual who may legally commit the Government to the expenditure of public funds. No cost chargeable to the proposed agreement may be incurred prior to receipt of either a fully executed contract, or a specific written authorization from the Contracting Officer. Any other commitment, either explicit or implied, is invalid.

{End of Section L}

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 GENERAL – PROPOSAL EVALUATION

- a. In accordance with FAR 15.3, Source Selection, a Source Evaluation Panel has been established for this acquisition. The offeror selected for award will be the responsible offeror whose proposal is determined to provide best overall value to the Government. USAID anticipates awarding a contract to the Offeror proposing renovation approach most advantageous to USAID and IROA using the evaluation criteria set forth Section M. below. This is a best value source selection.
- b. Section L. provides guidance to offerors concerning the documentation the source evaluation panel considers necessary to conduct an informed evaluation of each proposal. The offeror must furnish adequate and specific information in its response. USAID may reject any proposal that is evaluated to be unreasonable in terms of program commitments, including contract terms and conditions, or unreasonably high or low in price when compared to other Offerors and Government estimates, such that the proposal is deemed to reflect an inherent lack of competence or failure to comprehend the complexity and risks of the program. USAID may also consider any type of price reduction that is unexplained, including those identified as a management challenge, to be unreasonable. In the event a proposal is rejected the offeror will be sent a notice stating the reason(s) that the proposal will not be considered for further evaluation.
- c. When the term "Offeror" is used it is defined as a single contractor or a contractor and any proposed subcontractor(s), as applicable. In accordance with FAR Subpart 42.15, in conducting its evaluation of proposals, the Government may seek information from any source it deems appropriate to obtain or validate information regarding an offeror's past performance
- d. USAID seeks to award to the Offeror that proposes fair and reasonable pricing and gives USAID the greatest confidence that they will best meet or exceed the requirements. This may result in an award to higher rated, higher priced Offeror, if USAID determines the proposed approach is technical superiority and outweighs the price difference.

M.2 EVALUATION CRITERIA

The following evaluation criteria below are presented by major category, with descending order of importance, so that offerors shall know which areas require emphasis in the preparation of proposals. The criteria below reflect the requirements of this particular solicitation.

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

I. TECHNICAL APPROACH

- USAID will assess Offeror's overall understanding of the technical requirements of the Kabul Men's Dormitory. Assessment will consider the method by which the Offeror proposed to implement the renovation, the standards (specifications) required, the proposed Statement of Work and implementation schedules and USAID's assessment of implementation risk associated with the Offeror's proposal.
- USAID is providing an opportunity to Offerors to propose appropriate and innovative technical solutions for the Kabul Men's Dormitory. Offerors must also propose performance measurement criteria that will confirm the Offeror's work has achieved USAID's objectives.
- Proposal risk represents the risks identified with a Offeror's proposed approach as it relates to the evaluation criteria and solicitation requirements.
 - Proposal risk assessment focuses on the risks and weaknesses associated with an Offeror's proposed Management approach. It includes an assessment of the potential for disruption of schedule, increased cost, degradation of performance, the need for increased Government oversight, and the likelihood of unsuccessful contract performance with respect to Management requirements.
 - For each identified risk, the assessment also addresses the Offeror's proposal for mitigating the risk and why that approach is or is not manageable.
- USAID will assess whether Offeror has proposed a SOW that sufficiently reflects the proposed technical approach and specifications. The Statement of work must be organized in a manner that

clearly sets out the Offeror's proposed Work Breakdown Structure (WBS) for the project. The WBS should be organized in a manner that the WBS can be logically tracked through work elements, schedule activities and pricing CLINS. The assessment will also address the contractual adequacy of the proposed SOW.

- USAID will assess the adequacy and realism of the proposed project implementation schedule and associated list of Major milestones. Assessment will also consider how well the implementation schedule is integrated with the Proposed Project WBS.
- Performance Measurement Standards: USAID will assess Offeror's commitment to and knowledge of managing and reporting verifiable progress through its proposed performance measurement metrics.
- USAID will evaluate the proposed schedule versus proposed cost. The proposed schedule will be evaluated based on the most advantageous schedule for USAID and the IRoA.
- The offeror's management plan will be evaluated to assess the offeror's planning, organizing, managing of resources and subcontractors, tracking, reporting and controlling contract progress and costs. The evaluation will include how well proposed management techniques will simplify the early identification and resolution of issues or problems. Additionally the plan will be evaluated to assess the offeror's ability to assign the appropriate mix of skills to ensure continuity, timeliness, and successful accomplishment of the project during periods of funding and (correspondingly) workload fluctuations.
- Offeror's description of processes or plan demonstrates the ability to effectively and efficiently provide Quality Control (QC) and site health and safety.

II. MANAGEMENT APPROACH

- Resources: Offerors must demonstrate sufficient resources to execute the work. In evaluating resources, USAID will assess the organizational chart and resumes that demonstrate that key personnel meet the following key personnel qualifications. USAID shall assess the Offeror's staffing and qualifications based on professional training, education, experience. Preference will be given to Offeror's who demonstrate the proper staffing plan for successful project completion.
- Management Approach:
 - Ability to manage and execute the Men's Dormitory Renovation requirements effectively and efficiently. This includes assessment of the Offeror's proposed team structure and the Offeror's demonstrated ability to manage the team.
 - Ability to manage the implementation of complex projects - Demonstration of Offeror's ability to sequence, organizes and manages the work. This includes a proposed project Work Breakdown Structure (WBS) that is integrated with and can be consistently tracked through project implementation, schedule and price.
 - Financial statements – Demonstration of past sound financial management and adequate financial strength to implement the project
 - Key Personnel will be assessed on:
 - ❖ Position(s) determined as Key Positions by Offeror and the proposed position description(s)
 - ❖ Appropriate academic background and experience on similar projects or proposed Key Personnel.
 - ❖ Experience of key personnel on projects in this region will also be assessed.

III. PAST PERFORMANCE

- Past successful performance in the rehabilitation and/or construction of dormitories is essential. Preference will be given to contractors with experience in constructing or rehabilitating dormitories in Afghanistan. Successful performance shall be determined by USAID engineers reviewing prior projects, to the extent practicable and determining if they have met or exceeded design criteria.
- USAID will evaluate the quality of the Offeror's past performance. This evaluation is separate and distinct from the Contracting Officer's responsibility determination. The assessment of the Offeror's past performance will be used to evaluate the relative capability of the Offeror and other competitors to successfully meet the requirements of the RFP. Past performance of significant and/or critical subcontractors shall be considered to the extent warranted by the subcontractor's involvement in the proposed effort.

- USAID reserves the right to obtain information for use in the evaluation of past performance from any and all sources including sources outside of the USAID. Offeror lacking relevant past performance history shall receive a neutral rating for past performance. However, the proposal of an Offeror with no relevant past performance history, while rated neutral in past performance, may not represent the most advantageous proposal to the USAID and thus, may be an unsuccessful proposal when compared to the proposals of other Offerors. The Offeror must provide the information requested above for past performance evaluation or affirmatively state that it possesses no relevant directly related or similar past performance experience. USAID reserves the right not to evaluate or consider for award the entire proposal from an Offeror which fails to provide the past performance information or which fails to assert that it has no relevant directly related or similar past performance experience.

IV. COST/PRICE AND PAYMENT TERMS

- It is anticipated that pricing of this contract action will be based on adequate price competition, therefore, cost or pricing data are not required, and USAID will evaluate the Offeror's proposals using price analysis to assess the reasonableness of the proposals in order to determine the offer that provides the best value and most advantageous approach to USAID. However, if only one offer is received, USAID may also use cost analysis to evaluate the proposal.
- The offer must represent a price that provides best value to USAID when considering current market prices and technical and functional capabilities of the Offeror. Overall, the proposed price must be reasonable to both USAID and the Offeror. In the event discussions are conducted, Offerors are required to fully explain any type of price reduction.
- Price proposals will be evaluated based on their reasonableness, balance and as well as the unit prices proposed and the overall price. The Independent Government Estimate will be used to determine price reasonableness.

M.3 ADJECTIVAL RATING

<u>RATING</u>	<u>DEFINITION</u>
Outstanding"	O Very significantly exceeds most or all solicitation requirements. Response exceeds a "Better" rating. The Applicant has clearly demonstrated an understanding of all aspects of the requirements to the extent that timely and highest quality performance is anticipated.
"Better"	B Fully meets all solicitation requirements and significantly exceeds many of the solicitation requirements. Response exceeds an "Acceptable" rating. The areas in which the Applicant exceeds the requirements are anticipated to result in a high level of efficiency or productivity or quality.
"Acceptable"	A Meets all solicitation requirements. Complete, comprehensive, and exemplifies an understanding of the scope and depth of the task requirements as well as the Applicant's understanding of the Government's requirements.
"Marginal"	M Less than "Acceptable." There are some deficiencies in the technical proposal. However, given the opportunity for discussions, the technical proposal has a reasonable chance of becoming at least "Acceptable." (Areas of a technical proposal which remain to be "Marginal" after "Final Proposal Revision" offers shall not be subject to further discussion or revision.) If award is made on the initial offers, there will not be an opportunity for discussions nor a chance to become at least "Acceptable."
"Unacceptable"	U Technical proposal has many deficiencies and/or gross omissions: Failure to understand much of the scope of work necessary to perform the required tasks; failure to provide a reasonable, logical approach to fulfilling much of the Government's requirements; failure to meet many personnel requirements of the solicitation. (When applying this adjective to the technical proposal as a whole, the technical proposal must be so unacceptable in one or more areas that it would have to be significantly

revised to attempt to make it other than unacceptable.)

M.4 DETERMINATION OF THE COMPETITIVE RANGE AND CONTRACT AWARD

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

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

{End of Section M}

ATTACHMENT 1

USAID PRINCIPAL GEOGRAPHIC CODES

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

- (a) Code 000--The United States: The United States of America, any State(s) of the United States, the District of Columbia, and areas of U.S.-associated sovereignty, including commonwealths, territories and possessions.
- (b) Code 899--Any area or country, except the cooperating country itself and the following foreign policy restricted countries: Libya, Cuba, Laos, Iraq, Iran, North Korea and Syria.
- (c) Code 935--Any area or country including the cooperating country, but excluding the foreign policy restricted countries.
- (d) Code 941--The United States and any independent country (excluding foreign policy restricted countries), except the cooperating country itself and the following: Albania, Andorra, Angola, Armenia, Austria, Australia, Azerbaijan, Bahamas, Bahrain, Belgium, Bosnia and Herzegovina, Bulgaria, Belarus, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Gabon, Georgia, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Italy, Japan, Kazakhstan, Kuwait, Kyrgyzstan, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia*, Malta, Moldova, Monaco, Mongolia, Montenegro*, Netherlands, New Zealand, Norway, Poland, Portugal, Qatar, Romania, Russia, San Marino, Saudi Arabia, Serbia*, Singapore, Slovak Republic, Slovenia, South Africa, Spain, Sweden, Switzerland, Taiwan*, Tajikistan, Turkmenistan, Ukraine, United Arab Emirates, United Kingdom, Uzbekistan, and Vatican City.

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

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in Item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Attachment 3



CONTRACTOR EMPLOYEE BIOGRAPHICAL DATA SHEET

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

12. EDUCATION (include all college or university degrees)				13. LANGUAGE PROFICIENCY (see Instruction on Page 2)		
NAME AND LOCATION OF INSTITUTION	MAJOR	DEGREE	DATE	LANGUAGE	Proficiency Speaking	Proficiency Reading
					2/S	2/R
					2/S	2/R
					2/S	2/R

14. EMPLOYMENT HISTORY

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

2. Salary definition – basic periodic payment for services rendered. Exclude bonuses, profit-sharing arrangements, commissions, consultant fees, extra or overtime work payments, overseas differential or quarters, cost of living or dependent education allowances.

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

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

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

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

Signature of Employee _____ Date _____

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

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

Signature of Contractor's Representative _____ Date _____

INSTRUCTION

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

2. Limited working proficiency

S Able to satisfy routine special demands and limited work requirements.

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

3. General professional proficiency

S Able to speak the language with sufficient structural accuracy and vocabulary to participate effectively in most formal and informal conversations on practical, social, and professional topics.

R Able to read within a normal range of speed and with almost complete comprehension of a variety of authentic prose material on unfamiliar subjects.

4. Advanced professional proficiency

S Able to use the language fluently and accurately on all levels normally pertinent to professional needs.

R Able to read fluently and accurately all styles and forms of the language pertinent to professional needs.

5. Functional native proficiency

S Speaking proficiency is functionally equivalent to that of a highly articulate well-educated native speaker and reflects the cultural standards of a country where the language is natively spoken.

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

PAPERWORK REDUCTION ACT INFORMATION

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

PAPERWORK REDUCTION ACT NOTICE

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

United States Agency for International Development
Office of Acquisition and Assistance
Policy Division (M/OAA/P)
Washington, DC 20523-7100;

and

Office of Management and Budget
Paperwork Reduction Project (0412-0520)
Washington, DC 20503

Standard Form 1034
 Revised October 1987
 Department of the Treasury
 1 TFM 4-2000
 1034-122

PUBLIC VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL

VOUCHER NO.

U.S. DEPARTMENT, BUREAU, OR ESTABLISHMENT AND LOCATION	DATE VOUCHER PREPARED	SCHEDULE NO.
	CONTRACT NUMBER AND DATE	PAID BY
	REQUISITION NUMBER AND DATE	
PAYEE'S NAME AND ADDRESS		DATE INVOICE RECEIVED
		DISCOUNT TERMS
		PAYEE'S ACCOUNT NO.
SHIPPED FROM	TO	WEIGHT
		GOVERNMENT B/L NO.

NUMBER AND DATE OF ORDER	DATE OF DELIVERY OR SERVICE	ARTICLES OR SERVICES <i>(Enter description, item number of contract of Federal supply schedule, and other information deemed necessary)</i>	QUANTITY	UNIT PRICE		AMOUNT <small>(1)</small>
				COST	PER	
				\$		\$

(Use continuation sheet(s) if necessary) (Payee must NOT use the space below) TOTAL \$

PAYMENT: <input type="checkbox"/> PROVISIONAL <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL <input type="checkbox"/> PROGRESS <input type="checkbox"/> ADVANCE	APPROVED FOR	EXCHANGE RATE	DIFFERENCES	
	= \$	= \$1.00		
	BY ²			Amount verified; correct for \$
	TITLE		(Signature or initials)	

Pursuant to authority vested in me, I certify that this voucher is correct and proper for payment.

 (Date) (Authorizing Certifying Officer) (Title)

ACCOUNTING CLASSIFICATION

PAID BY	CHECK NUMBER	ON ACCOUNT OF U.S. TREASURY	CHECK NUMBER	ON (Name of bank)
	CASH \$	DATE	PAYEE	

1. When stated in foreign currency, insert name of currency.
 2. If the ability to certify and authority to approve are combined in one person, one signature only is necessary; otherwise the approving officer will sign in the space provided, over his official title.
 3. When a voucher is receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary", or "Treasurer", as the case may be.

PER _____
 TITLE _____

Previous edition usable

PRIVACY ACT STATEMENT
 The information requested on this form is required under the provisions of 31 U.S.C. 82b and 82c, for the purpose of disbursing Federal money. The information requested is to identify the particular creditor and the amounts to be paid. Failure to furnish this information will hinder discharge of the payment obligation.

NSN 7540-00-634-4206

U.S. Agency for International Development
22 CFR PART 216
ENVIRONMENTAL PROCEDURES

Authority: 42 U.S.C. 4332; 22 U.S.C. 2381.

§216.1 Introduction

- (a) **Purpose.** In accordance with sections 118(b) and 621 of the Foreign Assistance Act of 1961, as amended, (the FAA) the following general procedures shall be used by A.I.D. to ensure that environmental factors and values are integrated into the A.I.D. decision-making process. These procedures also assign responsibility within the Agency for assessing the environmental effects of A.I.D.'s actions. These procedures are consistent with Executive Order 12114, issued January 4, 1979, entitled Environmental Effects Abroad of Major Federal Actions, and the purposes of the National Environmental Policy Act of 1970, as amended (42 U.S.C. 4371 **et seq.**)(NEPA). They are intended to implement the requirements of NEPA as they effect the A.I.D. program.
- (b) **Environmental Policy.** In the conduct of its mandate to help upgrade the quality of life of the poor in developing countries, A.I.D. conducts a broad range of activities. These activities address such basic problems as hunger, malnutrition, overpopulation, disease, disaster, deterioration of the environment and the natural resource base, illiteracy as well as the lack of adequate housing and transportation. Pursuant to the FAA, A.I.D. provides development assistance in the form of technical advisory services, research, training, construction and commodity support. In addition, A.I.D. conducts programs under the Agricultural Trade Development and Assistance Act of 1954 (Pub. L. 480) that are designed to combat hunger, malnutrition and to facilitate economic development. Assistance programs are carried out under the foreign policy guidance of the Secretary of State and in cooperation with the governments of sovereign states. Within this framework, it is A.I.D. policy to:
- (1) Ensure that the environmental consequences of A.I.D. Financed activities are identified and considered by A.I.D. and the host country prior to a final decision to proceed and that appropriate environmental safeguards are adopted;
 - (2) Assist developing countries to strengthen their capabilities to appreciate and effectively evaluate the potential environmental effects of proposed development strategies and projects, and to select, implement and manage effective environmental programs;
 - (3) Identify impacts resulting from A.I.D.'s actions upon the environment, including those aspects of the biosphere which are the common and cultural heritage of all mankind; and
 - (4) Define environmental limiting factors that constrain development and identify and carry out activities that assist in restoring the renewable resource base on which sustained development depends.
- (c) **Definitions**
- (1) **CEQ Regulations.** Regulations promulgated by the President's Council on Environmental Quality (CEQ) (Federal Register, Volume 43, Number 230, November 29, 1978) under the authority of NEPA and Executive Order 11514, entitled Protection and Enhancement of Environmental Quality (March 5, 1970) as amended by Executive Order 11991 (May 24, 1977).
 - (2) **Initial Environmental Examination.** An Initial Environmental Examination is the first review of the reasonably foreseeable effects of a proposed action on the environment. Its function is to provide a brief statement of the factual basis for a Threshold Decision as to whether an Environmental Assessment or an Environmental Impact Statement will be required.
 - (3) **Threshold Decision.** A formal Agency decision which determines based on an Initial Environmental Examination, whether a proposed Agency action is a major action significantly affecting the environment.
 - (4) **Environmental Assessment.** A detailed study of the reasonably foreseeable significant effects, both beneficial and adverse, of a proposed action on the environment of a foreign country or countries.
 - (5) **Environmental Impact Statement.** A detailed study of the reasonably foreseeable environmental impacts, both positive and negative, of a proposed A.I.D. action and its reasonable alternatives on the United States, the global environment or areas outside the jurisdiction of any nation as described in §216.7 of these procedures. It is a specific document having a definite format and content, as provided in NEPA and the CEQ Regulations. The required form and content of an Environmental Impact Statement is further described in §216.7 infra.

- (6) **Project Identification Document (PID)**. An internal A.I.D. document which initially identifies and describes a proposed project.
- (7) **Program Assistance Initial Proposal (PAIP)**. An internal A.I.D. document used to initiate and identify proposed non project assistance, including commodity import programs. It is analogous to the PID.
- (8) **Project Paper (PP)**. An internal A.I.D. document which provides a definitive description and appraisal of the project and particularly the plan or implementation.
- (9) **Program Assistance Approval Document (PAAD)**. An internal A.I.D. document approving non project assistance. It is analogous to the PP.
- (10) **Environment**. The term environment, as used in these procedures with respect to effects occurring outside the United States, means the natural and physical environment. With respect to effects occurring within the United States see §216.7(b).
- (11) **Significant Effect**. With respect to effects on the environment outside the United States, a proposed action has a significant effect on the environment if it does significant harm to the environment.
- (12) **Minor Donor**. For purposes of these procedures, A.I.D. is a minor donor to a multi donor project when A.I.D. does not control the planning or design of the multi donor project and either
 - (i) A.I.D.'s total contribution to the project is both less than \$1,000,000 and less than 25 percent of the estimated project cost, or
 - (ii) A.I.D.'s total contribution is more than \$1,000,000 but less than 25 percent of the estimated project cost and the environmental procedures of the donor in control of the planning or design of the project are followed, but only if the A.I.D. Environmental Coordinator determines that such procedures are adequate.

§216.2 Applicability of procedures.

- (a) **Scope**. Except as provided in §216.2(b), these procedures apply to all new projects, programs or activities authorized or approved by A.I.D. and to substantive amendments or extensions of ongoing projects, programs, or activities.
- (b) **Exemptions**. (1) Projects, programs or activities involving the following are exempt from these procedures:
 - (i) International disaster assistance;
 - (ii) Other emergency circumstances; and
 - (iii) Circumstances involving exceptional foreign policy sensitivities.
 (2) A formal written determination, including a statement of the justification therefore, is required for each project, program or activity for which an exemption is made under paragraphs (b)(1) (ii) and (iii) of this section, but is not required for projects, programs or activities under paragraph (b)(1)(i) of this section. The determination shall be made either by the Assistant Administrator having responsibility for the program, project or activity, or by the Administrator, where authority to approve financing has been reserved by the Administrator. The determination shall be made after consultation with CEQ regarding the environmental consequences of the proposed program, project or activity.
- (c) **Categorical Exclusions**. (1) The following criteria have been applied in determining the classes of actions included in §216.2(c)(2) for which an Initial Environmental Examination, Environmental Assessment and Environmental Impact Statement generally are not required:
 - (i) The action does not have an effect on the natural or physical environment;
 - (ii) A.I.D. does not have knowledge of or control over, and the objective of A.I.D. in furnishing assistance does not require, either prior to approval of financing or prior to implementation of specific activities, knowledge of or control over, the details of the specific activities that have an effect on the physical and natural environment for which financing is provided by A.I.D.;
 - (iii) Research activities which may have an affect on the physical and natural environment but will not have a significant effect as a result of limited scope, carefully controlled nature and effective monitoring.
 (2) The following classes of actions are not subject to the procedures set forth in §216.3, except to the extent provided herein:
 - (i) Education, technical assistance, or training programs except to the extent such programs include activities directly affecting the environment (such as construction of facilities, etc.);
 - (ii) Controlled experimentation exclusively for the purpose of research and field evaluation which are confined to small areas and carefully monitored;
 - (iii) Analyses, studies, academic or research workshops and meetings;

- (iv) Projects in which A.I.D. is a minor donor to a multi donor project and there is no potential significant effects upon the environment of the United States, areas outside any nation's jurisdiction or endangered or threatened species or their critical habitat;
 - (v) Document and information transfers;
 - (vi) Contributions to international, regional or national organizations by the United States which are not for the purpose of carrying out a specifically identifiable project or projects;
 - (vii) Institution building grants to research and educational institutions in the United States such as those provided for under section 122(d) and Title XII of Chapter 2 of Part I of the FAA (22 USCA §§2151 p. (b) 2220a. (1979));
 - (viii) Programs involving nutrition, health care or population and family planning services except to the extent designed to include activities directly affecting the environment (such as construction of facilities, water supply systems, waste water treatment, etc.)
 - (ix) Assistance provided under a Commodity Import Program when, prior to approval, A.I.D. does not have knowledge of the specific commodities to be financed and when the objective in furnishing such assistance requires neither knowledge, at the time the assistance is authorized, nor control, during implementation, of the commodities or their use in the host country.
 - (x) Support for intermediate credit institutions when the objective is to assist in the capitalization of the institution or part thereof and when such support does not involve reservation of the right to review and approve individual loans made by the institution;
 - (xi) Programs of maternal or child feeding conducted under Title II of Pub. L. 480;
 - (xii) Food for development programs conducted by food recipient countries under Title III of Pub. L. 480, when achieving A.I.D.'s objectives in such programs does not require knowledge of or control over the details of the specific activities conducted by the foreign country under such program;
 - (xiii) Matching, general support and institutional support grants provided to Private Voluntary Organizations (PVOs) to assist in financing programs where A.I.D.'s objective in providing such financing does not require knowledge of or control over the details of the specific activities conducted by the PVO;
 - (xiv) Studies, projects or programs intended to develop the capability of recipient countries to engage in development planning, except to the extent designed to result in activities directly affecting the environment (such as construction of facilities, etc.); and
 - (xv) Activities which involve the application of design criteria or standards developed and approved by A.I.D.
- (3) The originator of a project. Program or activity shall determine the extent to which it is within the classes of actions described in paragraph (c) (2) of this section. This determination shall be made in writing and be submitted with the PID, PAIP or comparable document. This determination, which must include a brief statement supporting application of the exclusion shall be reviewed by the Bureau Environmental Officer in the same manner as a Threshold Decision under §216.3(a)(2) of these procedures. Notwithstanding paragraph (c)(2) of this section, the procedures set forth in §216.3 shall apply to any project, program or activity included in the classes of actions listed in paragraph (c)(2) of this section, or any aspect or component thereof, if at any time in the design, review or approval of the activity it is determined that the project, program or activity, or aspect or component thereof, is subject to the control of A.I.D. and may have a significant effect on the environment.

(d) Classes of Actions Normally Having a Significant Effect on the Environment.

- (1) The following classes of actions have been determined generally to have a significant effect on the environment and an Environmental Assessment or Environmental Impact Statement, as appropriate, will be required:
- (i) Programs of river basin development;
 - (ii) Irrigation or water management projects, including dams and impoundments;
 - (iii) Agricultural land leveling;
 - (iv) Drainage projects;
 - (v) Large scale agricultural mechanization;
 - (vi) New lands development;
 - (vii) Resettlement projects;
 - (viii) Penetration road building or road improvement projects;
 - (ix) Power plants;
 - (x) Industrial plants;
 - (xi) Potable water and sewerage projects other than those that are small scale.

- (2) An Initial Environmental Examination normally will not be necessary for activities within the classes described in §216.2(d), except when the originator of the project believes that the project will not have a significant effect on the environment. In such cases, the activity may be subjected to the procedures set forth in §216.3.
- (e) **Pesticides.** The exemptions of §216.2(b)(l) and the categorical exclusions of §216.2(c)(2) are not applicable to assistance for the procurement or use of pesticides.

§216.3 Procedures.

(a) **General procedures**

(1) **Preparation of the Initial Environmental Examination.** Except as otherwise provided, an Initial Environmental Examination is not required for activities identified in §216.2(b)(1), (c)(2), and (d). For all other A.I.D. activities described in §216.2(a) an Initial Environmental Examination will be prepared by the originator of an action. Except as indicated in this section, it should be prepared with the PID or PAIP. For projects including the procurement or use of pesticides, the procedures set forth in §216.3(b) will be followed, in addition to the procedures in this paragraph. Activities which cannot be identified in sufficient detail to permit the completion of an Initial Environmental Examination with the PID or PAIP, shall be described by including with the PID or PAIP:

- (i) An explanation indicating why the Initial Environmental Examination cannot be completed;
- (ii) an estimate of the amount of time required to complete the Initial Environmental Examination; and
- (iii) a recommendation that a Threshold Decision be deferred until the Initial Environmental Examination is completed. The responsible Assistant Administrator will act on the request for deferral concurrently with action on the PID or PAIP and will designate a time for completion of the Initial Environmental Examination. In all instances, except as provided in

§216.3(a)(7), this completion date will be in sufficient time to allow for the completion of an Environmental Assessment or Environmental Impact Statement, if required, before a final decision is made to provide A.I.D. funding for the action.

(2) **Threshold Decision.** (i) The Initial Environmental Examination will include a Threshold Decision made by the officer in the originating office who signs the PID or PAIP. If the Initial Environmental Examination is completed prior to or at the same time as the PID or PAIP, the Threshold Decision will be reviewed by the Bureau Environmental Officer concurrently with approval of the PID or PAIP. The Bureau Environmental Officer will either concur in the Threshold Decision or request reconsideration by the officer who made the Threshold Decision, stating the reasons for the request. Differences of opinion between these officers shall be submitted for resolution to the Assistant Administrator at the same time that the PID is submitted for approval.

(ii) An Initial Environmental Examination, completed subsequent to approval of the PID or PAIP, will be forwarded immediately together with the Threshold Determination to the Bureau Environmental Officer for action as described in this section.

(iii) A Positive Threshold Decision shall result from a finding that the proposed action will have a significant effect on the environment. An Environmental Impact Statement shall be prepared if required pursuant to §216.7. If an impact statement is not required, an Environmental Assessment will be prepared in accordance with §216.6. The cognizant Bureau or Office will record a Negative Determination if the proposed action will not have a significant effect on the environment.

(3) **Negative Declaration.** The Assistant Administrator, or the Administrator in actions for which the approval of the Administrator is required for the authorization of financing, may make a Negative Declaration, in writing, that the Agency will not develop an Environmental Assessment or an Environmental Impact Statement regarding an action found to have a significant effect on the environment when (i) a substantial number of Environmental Assessments or Environmental Impact Statements relating to similar activities have been prepared in the past, if relevant to the proposed action, (ii) the Agency has previously prepared a programmatic Statement or Assessment covering the activity in question which has been considered in the development of such activity, or (iii) the Agency has developed design criteria for such an action which, if applied in the design of the action, will avoid a significant effect on the environment.

(4) **Scope of Environmental Assessment or Impact Statement**

(i) **Procedure and Content.** After a Positive Threshold Decision has been made, or a determination is made under the pesticide procedures set forth in §216.3(b) that an Environmental Assessment or Environmental Impact Statement is required, the originator of the action shall commence the process of identifying the significant issues relating to the proposed action and of determining the scope of the issues to be addressed in the Environmental Assessment or Environmental Impact Statement. The originator of an action within the

classes of actions described in §216.2(d) shall commence this scoping process as soon as practicable. Persons having expertise relevant to the environmental aspects of the proposed action shall also participate in this scoping process. (Participants may include but are not limited to representatives of host governments, public and private institutions, the A.I.D. Mission staff and contractors.) This process shall result in a written statement which shall include the following matters:

- (a) A determination of the scope and significance of issues to be analyzed in the Environmental Assessment or Impact Statement, including direct and indirect effects of the project on the environment.
- (b) Identification and elimination from detailed study of the issues that are not significant or have been covered by earlier environmental review, or approved design considerations, narrowing the discussion of these issues to a brief presentation of why they will not have a significant effect on the environment.
- (c) A description of
 - (1) the timing of the preparation of environmental analyses, including phasing if appropriate,
 - (2) variations required in the format of the Environmental Assessment, and
 - (3) the tentative planning and decision-making schedule; and
- (d) A description of how the analysis will be conducted and the disciplines that will participate in the analysis.
 - (i) These written statements shall be reviewed and approved by the Bureau Environmental Officer.
 - (ii) **Circulation of Scoping Statement.** To assist in the preparation of an Environmental Assessment, the Bureau Environmental Officer may circulate copies of the written statement, together with a request for written comments, within thirty days, to selected federal agencies if that Officer believes comments by such federal agencies will be useful in the preparation of an Environmental Assessment. Comments received from reviewing federal agencies will be considered in the preparation of the Environmental Assessment and in the formulation of the design and implementation of the project, and will, together with the scoping statement, be included in the project file.
 - (iii) **Change in Threshold Decision.** If it becomes evident that the action will not have a significant effect on the environment (i.e., will not cause significant harm to the environment), the Positive Threshold Decision may be withdrawn with the concurrence of the Bureau Environmental Officer. In the case of an action included in §216.2(d)(2), the request for withdrawal shall be made to the Bureau Environmental Officer.
 - (iv) **Preparation of Environmental Assessments and Environmental Impact Statement.** If the PID or PAIP is approved, and the Threshold Decision is positive, or the action is included in §216.2(d), the originator of the action will be responsible for the preparation of an Environmental Assessment or Environmental Impact Statement as required. Draft Environmental Impact Statements will be circulated for review and comment as part of the review of Project Papers and as outlined further in §216.7 of those procedures. Except as provided in §216.3(a)(7), final approval of the PP or PAAD and the method of implementation will include consideration of the Environmental Assessment or final Environmental Impact Statement.
- (6) **Processing and Review Within A.I.D.**
 - (i) Initial Environmental Examinations, Environmental Assessments, and final Environmental Impact Statements will be processed pursuant to standard A.I.D. procedures for project approval documents. Except as provided in §216.3(a)(7), Environmental Assessments and final Environmental Impact Statements will be reviewed as an integral part of the Project Paper or equivalent document. In addition to these procedures, Environmental Assessments will be reviewed and cleared by the Bureau Environmental Officer. They may also be reviewed by the Agency's Environmental Coordinator who will monitor the Environmental Assessment process.
 - (ii) When project approval authority is delegated to field posts, Environmental Assessments shall be reviewed and cleared by the Bureau Environmental Officer prior to the approval of such actions.
 - (iii) Draft and final Environmental Impact Statements will be reviewed and cleared by the Environmental Coordinator and the Office of the General Counsel.
- (7) **Environmental Review After Authorization of Financing.**
 - (i) Environmental review may be performed after authorization of a project, program or activity only with respect to subprojects or significant aspects of the project, program or activity that are unidentified at the time of authorization. Environmental review shall be completed prior to authorization for all subprojects and aspects of a project, program or activity that are identified.
 - (ii) Environmental review should occur at the earliest time in design or implementation at which a meaningful review can be undertaken, but in no event later than when previously unidentified subprojects or aspects of projects, programs or activities are identified and planned. To the extent possible, adequate information to undertake deferred environmental review should be obtained before funds are obligated for unidentified subprojects or aspects of projects, programs or activities. (Funds may be obligated for the other aspects for which environmental review has been completed.) To avoid an irreversible commitment of resources prior to the conclusion of environmental review, the obligation of funds can be made incrementally as subprojects or

aspects of projects, programs or activities are identified; or if necessary while planning continues, including environmental review, the agreement or other document obligating funds may contain appropriate covenants or conditions precedent to disbursement for unidentified subprojects or aspects of projects, programs or activities.

- (iii) When environmental review must be deferred beyond the time some of the funds are to be disbursed (e.g., long lead times for the delivery of goods or services), the project agreement or other document obligating funds shall contain a covenant or covenants requiring environmental review, including an Environmental Assessment or Environmental Impact Statement, when appropriate, to be completed and taken into account prior to implementation of those subprojects or aspects of the project, program or activity for which environmental review is deferred. Such covenants shall ensure that implementation plans will be modified in accordance with environmental review if the parties decide that modifications are necessary.
- (iv) When environmental review will not be completed for an entire project, program or activity prior to authorization, the Initial Environmental Examination and Threshold Decision required under §216.3(a)(1) and (2) shall identify those aspects of the project, program or activity for which environmental review will be completed prior to the time financing is authorized. It shall also include those subprojects or aspects for which environmental review will be deferred, stating the reasons for deferral and the time when environmental review will be completed. Further, it shall state how an irreversible commitment of funds will be avoided until environmental review is completed. The A.I.D. officer responsible for making environmental decisions for such projects, programs or activities shall also be identified (the same officer who has decision-making authority for the other aspects of implementation). This deferral shall be reviewed and approved by the officer making the Threshold Decision and the officer who authorizes the project, program or activity. Such approval may be made only after consultation with the Office of General Counsel for the purpose of establishing the manner in which conditions precedent to disbursement or covenants in project and other agreements will avoid an irreversible commitment of resources before environmental review is completed.
- (8) **Monitoring.** To the extent feasible and relevant, projects and programs for which Environmental Impact Statements or Environmental Assessments have been prepared should be designed to include measurement of any changes in environmental quality, positive or negative, during their implementation. This will require recording of baseline data at the start. To the extent that available data permit, originating offices of A.I.D. will formulate systems in collaboration with recipient nations, to monitor such impacts during the life of A.I.D.'s involvement. Monitoring implementation of projects, programs and activities shall take into account environmental impacts to the same extent as other aspects of such projects, programs and activities. If during implementation of any project, program or activity, whether or not an Environmental Assessment or Environmental Impact Statement was originally required, it appears to the Mission Director, or officer responsible for the project, program or activity, that it is having or will have a significant effect on the environment that was not previously studied in an Environmental Assessment or Environmental Impact Statement, the procedures contained in this part shall be followed including, as appropriate, a Threshold Decision, Scoping and an Environmental Assessment or Environmental Impact Statement.
- (9) **Revisions.** If, after a Threshold Decision is made resulting in a Negative Determination, a project is revised or new information becomes available which indicates that a proposed action might be "major" and its effects "significant", the Negative Determination will be reviewed and revised by the cognizant Bureau and an Environmental Assessment or Environmental Impact Statement will be prepared, if appropriate. Environmental Assessments and Environmental Impact Statements will be amended and processed appropriately if there are major changes in the project or program, or if significant new information becomes available which relates to the impact of the project, program or activity on the environment that was not considered at the time the Environmental Assessment or Environmental Impact Statement was approved. When ongoing programs are revised to incorporate a change in scope or nature, a determination will be made as to whether such change may have an environmental impact not previously assessed. If so, the procedures outlined in this part will be followed.
- (10) **Other Approval Documents.** These procedures refer to certain A.I.D. documents such as PIDs, PAIPs, PPs and PAADs as the A.I.D. internal instruments for approval of projects, programs or activities. From time to time, certain special procedures, such as those in §216.4, may not require the use of the aforementioned documents. In these situations, these environmental procedures shall apply to those special approval procedures, unless otherwise exempt, at approval times and levels comparable to projects, programs and activities in which the aforementioned documents are used.
- (b) **Pesticide Procedures**
- (1) **Project Assistance.** Except as provided in §216.3 (b)(2), all proposed projects involving assistance for the procurement or use, or both, of pesticides shall be subject to the procedures prescribed in §216.3(b)(1)(i)

through (v). These procedures shall also apply, to the extent permitted by agreements entered into by A.I.D. before the effective date of these pesticide procedures, to such projects that have been authorized but for which pesticides have not been procured as of the effective date of these pesticide procedures.

- (i) When a project includes assistance for procurement or use, or both, of pesticides registered for the same or similar uses by USEPA without restriction, the Initial Environmental Examination for the project shall include a separate section evaluating the economic, social and environmental risks and benefits of the planned pesticide use to determine whether the use may result in significant environmental impact. Factors to be considered in such an evaluation shall include, but not be limited to the following:
 - (a) The USEPA registration status of the requested pesticide;
 - (b) The basis for selection of the requested pesticide;
 - (c) The extent to which the proposed pesticide uses is part of an integrated pest management program;
 - (d) The proposed method or methods of application, including availability of appropriate application and safety equipment;
 - (e) Any acute and long term toxicological hazards, either human or environmental, associated with the proposed use and measures available to minimize such hazards;
 - (f) The effectiveness of the requested pesticide for the proposed use;
 - (g) Compatibility of the proposed pesticide with target and non target ecosystems;
 - (h) The conditions under which the pesticide is to be used, including climate, flora, fauna, geography, hydrology, and soils;
 - (i) The availability and effectiveness of other pesticides or non chemical control methods;
 - (j) The requesting country's ability to regulate or control the distribution, storage, use and disposal of the requested pesticide;
 - (k) The provisions made for training of users and applicators; and
 - (l) The provisions made for monitoring the use and effectiveness of the pesticide.

In those cases where the evaluation of the proposed pesticide use in the Initial Environmental Examination indicates that the use will significantly effect the human environment, the Threshold Decision will include a recommendation for the preparation of an Environmental Assessment or Environmental Impact Statement, as appropriate. In the event a decision is made to approve the planned pesticide use, the Project Paper shall include to the extent practicable, provisions designed to mitigate potential adverse effects of the pesticide. When the pesticide evaluation section of the Initial Environmental Examination does not indicate a potentially unreasonable risk arising from the pesticide use, an Environmental Assessment or Environmental Impact Statement shall nevertheless be prepared if the environmental effects of the project otherwise require further assessment.

- (ii) When a project includes assistance for the procurement or use, or both, of any pesticide registered for the same or similar uses in the United States but the proposed use is restricted by the USEPA on the basis of user hazard, the procedures set forth in §216.3(b)(1)(i) above will be followed. In addition, the Initial Environmental Examination will include an evaluation of the user hazards associated with the proposed USEPA restricted uses to ensure that the implementation plan which is contained in the Project Paper incorporates provisions for making the recipient government aware of these risks and providing, if necessary, such technical assistance as may be required to mitigate these risks. If the proposed pesticide use is also restricted on a basis other than user hazard, the procedures in §216.3(b)(1)(iii) shall be followed in lieu of the procedures in this section.
- (iii) If the project includes assistance for the procurement or use, or both of:
 - (a) Any pesticide other than one registered for the same or similar uses by USEPA without restriction or for restricted use on the basis of user hazard; or
 - (b) Any pesticide for which a notice of rebuttable presumption against re registration, notice of intent to cancel, or notice of intent to suspend has been issued by USEPA,

The Threshold Decision will provide for the preparation of an Environmental Assessment or Environmental Impact Statement, as appropriate (§216.6(a)). The EA or EIS shall include, but not be limited to, an analysis of the factors identified in §216.3(b)(1)(i) above.

- (iv) Notwithstanding the provisions of §216.3(b)(1)(i) through (iii) above, if the project includes assistance for the procurement or use, or both, of a pesticide against which USEPA has initiated a regulatory action for cause, or for which it has issued a notice of rebuttable presumption against re registration, the nature of the action or notice, including the relevant technical and scientific factors will be discussed with the requesting government and considered in the IEE and, if prepared, in the EA or EIS. If USEPA initiates any of the regulatory actions above against a pesticide subsequent to its evaluation in an IEE, EA or EIS, the nature of the action will be

discussed with the recipient government and considered in an amended IEE or amended EA or EIS, as appropriate.

- (v) If the project includes assistance for the procurement or use, or both of pesticides but the specific pesticides to be procured or used cannot be identified at the time the IEE is prepared, the procedures outlined in §216.3(b)(i) through (iv) will be followed when the specific pesticides are identified and before procurement or use is authorized. Where identification of the pesticides to be procured or used does not occur until after Project Paper approval, neither the procurement nor the use of the pesticides shall be undertaken unless approved, in writing, by the Assistant Administrator (or in the case of projects authorized at the Mission level, the Mission Director) who approved the Project Paper.
- (2) **Exceptions to Pesticide Procedures.** The procedures set forth in §216.3 (b)(I) shall not apply to the following projects including assistance for the procurement or use, or both, of pesticides.
 - (i) Projects under emergency conditions.
Emergency conditions shall be deemed to exist when it is determined by the Administrator, A.I.D. in writing that:
 - (a) A pest outbreak has occurred or is imminent; and
 - (b) Significant health problems (either human or animal) or significant economic problems will occur without the prompt use of the proposed pesticide; and
 - (c) Insufficient time is available before the pesticide must be used to evaluate the proposed use in accordance with the provisions of this regulation.
 - (ii) Projects where A.I.D. is a minor donor, as defined in §216.1(c)(12) above, to a multi donor project.
 - (iii) Projects including assistance for procurement or use, or both, of pesticides for research or limited field evaluation purposes by or under the supervision of project personnel. In such instances, however, A.I.D. will ensure that the manufacturers of the pesticides provide toxicological and environmental data necessary to safeguard the health of research personnel and the quality of the local environment in which the pesticides will be used. Furthermore, treated crops will not be used for human or animal consumption unless appropriate tolerances have been established by EPA or recommended by FAO/WHO, and the rates and frequency of application, together with the prescribed pre harvest intervals, do not result in residues exceeding such tolerances. This prohibition does not apply to the feeding of such crops to animals for research purposes.
- (3) **Non-Project Assistance.** In a very few limited number of circumstances A.I.D. may provide non project assistance for the procurement and use of pesticides. Assistance in such cases shall be provided if the A.I.D. Administrator determines in writing that
 - (i) emergency conditions, as defined in §216.3(b)(2)(i) above exist; or
 - (ii) that compelling circumstances exist such that failure to provide the proposed assistance would seriously impede the attainment of U.S. foreign policy objectives or the objectives of the foreign assistance program. In the latter case, a decision to provide the assistance will be based to the maximum extent practicable, upon a consideration of the factors set forth in §216.3(b)(I)(i) and, to the extent available, the history of efficacy and safety covering the past use of the pesticide the in recipient country.

§216.4 Private applicants.

Programs, projects or activities for which financing from A.I.D. is sought by private applicants, such as PVOs and educational and research institutions, are subject to these procedures. Except as provided in §216.2(b), (c) or (d), preliminary proposals for financing submitted by private applicants shall be accompanied by an Initial Environmental Examination or adequate information to permit preparation of an Initial Environmental Examination. The Threshold Decision shall be made by the Mission Director for the country to which the proposal relates, if the preliminary proposal is submitted to the A.I.D. Mission, or shall be made by the officer in A.I.D. who approves the preliminary proposal. In either case, the concurrence of the Bureau Environmental Officer is required in the same manner as in §216.3(a)(2), except for PVO projects approved in A.I.D. Missions with total life of project costs less than \$500,000. Thereafter, the same procedures set forth in §216.3 including as appropriate scoping and Environmental Assessments or Environmental Impact Statements, shall be applicable to programs, projects or activities submitted by private applicants. The final proposal submitted for financing shall be treated, for purposes of these procedures, as a Project Paper. The Bureau Environmental Officer shall advise private applicants of studies or other information foreseeably required for action by A.I.D.

§216.5 Endangered species.

It is A.I.D. policy to conduct its assistance programs in a manner that is sensitive to the protection of endangered or threatened species and their critical habitats. The Initial Environmental Examination for each project, program or activity having an effect on the environment shall specifically determine whether the project, program or activity will have an effect on an endangered or threatened species, or critical habitat. If the proposed project, program or activity will have the effect of jeopardizing an endangered or threatened species

or of adversely modifying its critical habitat, the Threshold Decision shall be a Positive Determination and an Environmental Assessment or Environmental Impact Statement completed as appropriate, which shall discuss alternatives or modifications to avoid or mitigate such impact on the species or its habitat.

§216.6 Environmental assessments.

- (a) **General Purpose.** The purpose of the Environmental Assessment is to provide Agency and host country decision-makers with a full discussion of significant environmental effects of a proposed action. It includes alternatives which would avoid or minimize adverse effects or enhance the quality of the environment so that the expected benefits of development objectives can be weighed against any adverse impacts upon the human environment or any irreversible or irretrievable commitment of resources.
- (b) **Collaboration with Affected Nation on Preparation.** Collaboration in obtaining data, conducting analyses and considering alternatives will help build an awareness of development associated environmental problems in less developed countries as well as assist in building an indigenous institutional capability to deal nationally with such problems. Missions, Bureaus and Offices will collaborate with affected countries to the maximum extent possible, in the development of any Environmental Assessments and consideration of environmental consequences as set forth therein.
- (c) **Content and Form.** The Environmental Assessment shall be based upon the scoping statement and shall address the following elements, as appropriate:
 - (1) **Summary.** The summary shall stress the major conclusions, areas of controversy, if any, and the issues to be resolved.
 - (2) **Purpose.** The Environmental Assessment shall briefly specify the underlying purpose and need to which the Agency is responding in proposing the alternatives including the proposed action.
 - (3) **Alternatives Including the Proposed Action.** This section should present the environmental impacts of the proposal and its alternatives in comparative form, thereby sharpening the issues and providing a clear basis for choice among options by the decision-maker. This section should explore and evaluate reasonable alternatives and briefly discuss the reasons for eliminating those alternatives which were not included in the detailed study; devote substantial treatment to each alternative considered in detail including the proposed action so that reviewers may evaluate their comparative merits; include the alternative of no action; identify the Agency's preferred alternative or alternatives, if one or more exists; include appropriate mitigation measures not already included in the proposed action or alternatives.
 - (4) **Affected Environment.** The Environmental Assessment shall succinctly describe the environment of the area(s) to be affected or created by the alternatives under consideration. The descriptions shall be no longer than is necessary to understand the effects of the alternatives. Data and analyses in the Environmental Assessment shall be commensurate with the significance of the impact with less important material summarized, consolidated or simply referenced.
 - (5) **Environmental Consequences.** This section forms the analytic basis for the comparisons under paragraph (c)(3) of this section. It will include the environmental impacts of the alternatives including the proposed action; any adverse effects that cannot be avoided should the proposed action be implemented; the relationship between short-term uses of the environment and the maintenance and enhancement of long-term productivity; and any irreversible or irretrievable commitments of resources which would be involved in the proposal should it be implemented. It should not duplicate discussions in paragraph (c)(3) of this section. This section of the Environmental Assessment should include discussions of direct effects and their significance; indirect effects and their significance; possible conflicts between the proposed action and land use plans, policies and controls for the areas concerned; energy requirements and conservation potential of various alternatives and mitigation measures; natural or depletable resource requirements and conservation potential of various requirements and mitigation measures; urban quality; historic and cultural resources and the design of the built environment, including the reuse and conservation potential of various alternatives and mitigation measures; and means to mitigate adverse environmental impacts.
 - (6) **List of Preparers.** The Environmental Assessment shall list the names and qualifications (expertise, experience, professional discipline) of the persons primarily responsible for preparing the Environmental Assessment or significant background papers.
 - (7) **Appendix.** An appendix may be prepared.
- (d) **Program Assessment.** Program Assessments may be appropriate in order to assess the environmental effects of a number of individual actions and their cumulative environmental impact in a given country or

geographic area, or the environmental impacts that are generic or common to a class of agency actions, or other activities which are not country-specific. In these cases, a single, programmatic assessment will be prepared in A.I.D./Washington and circulated to appropriate overseas Missions, host governments, and to interested parties within the United States. To the extent practicable, the form and content of the programmatic Environmental Assessment will be the same as for project Assessments. Subsequent Environmental Assessments on major individual actions will only be necessary where such follow-on or subsequent activities may have significant environmental impacts on specific countries where such impacts have not been adequately evaluated in the programmatic Environmental Assessment. Other programmatic evaluations of class of actions may be conducted in an effort to establish additional categorical exclusions or design standards or criteria for such classes that will eliminate or minimize adverse effects of such actions, enhance the environmental effect of such actions or reduce the amount of paperwork or time involved in these procedures. Programmatic evaluations conducted for the purpose of establishing additional categorical exclusions under §216.2(c) or design considerations that will eliminate significant effects for classes of actions shall be made available for public comment before the categorical exclusions or design standards or criteria are adopted by A.I.D. Notice of the availability of such documents shall be published in the *Federal Register*. Additional categorical exclusions shall be adopted by A.I.D. upon the approval of the Administrator, and design consideration in accordance with usual agency procedures.

(e) **Consultation and Review.**

- (1) When Environmental Assessments are prepared on activities carried out within or focused on specific developing countries, consultation will be held between A.I.D. staff and the host government both in the early stages of preparation and on the results and significance of the completed Assessment before the project is authorized.
- (2) Missions will encourage the host government to make the Environmental Assessment available to the general public of the recipient country. If Environmental Assessments are prepared on activities which are not country specific, the Assessment will be circulated by the Environmental Coordinator to A.I.D.'s Overseas Missions and interested governments for information, guidance and comment and will be made available in the U.S. to interested parties.

(f) **Effect in Other Countries.** In a situation where an analysis indicates that potential effects may extend beyond the national boundaries of a recipient country and adjacent foreign nations may be affected, A.I.D. will urge the recipient country to consult with such countries in advance of project approval and to negotiate mutually acceptable accommodations.

(g) **Classified Material.** Environmental Assessments will not normally include classified or administratively controlled material. However, there may be situations where environmental aspects cannot be adequately discussed without the inclusion of such material. The handling and disclosure of classified or administratively controlled material shall be governed by

22 CFR Part 9. Those portions of an Environmental Assessment which are not classified or administratively controlled will be made available to persons outside the Agency as provided for in 22 CFR Part 212. §216.7 Environmental impact statements.

(a) **Applicability.** An Environmental Impact Statement shall be prepared when agency actions significantly affect:

- (1) The global environment or areas outside the jurisdiction of any nation (e.g., the oceans);
- (2) The environment of the United States; or
- (3) Other aspects of the environment at the discretion of the Administrator.

(b) **Effects on the United States: Content and Form.** An Environmental Impact Statement relating to paragraph (a)(2) of this section shall comply with the CEQ Regulations. With respect to effects on the United States, the terms environment and significant effect wherever used in these procedures have the same meaning as in the CEQ Regulations rather than as defined in §216.1(c)(12) and (13) of these procedures.

(c) **Other Effects: Content and Form.** An Environmental Impact Statement relating to paragraphs (a) (1) and (a) (3) of this section will generally follow the CEQ Regulations, but will take into account the special considerations and concerns of A.I.D. Circulation of such Environmental Impact Statements in draft form will precede approval of a Project Paper or equivalent and comments from such circulation will be considered before final project authorization as outlined in §216.3 of these procedures. The draft Environmental Impact

Statement will also be circulated by the Missions to affected foreign governments for information and comment. Draft Environmental Impact Statements generally will be made available for comment to Federal agencies with jurisdiction by law or special expertise with respect to any environmental impact involved, and to public and private organizations and individuals for not less than forty five (45) days. Notice of availability of the draft Environmental Impact Statements will be published in the FEDERAL REGISTER. Cognizant Bureaus and Offices will submit these drafts for circulation through the Environmental Coordinator who will have the responsibility for coordinating all such communications with persons outside A.I.D. Any comments received by the Environmental Coordinator will be forwarded to the originating Bureau or Office for consideration in final policy decisions and the preparation of a final Environmental Impact Statement. All such comments will be attached to the final Statement, and those relevant comments not adequately discussed in the draft Environmental Impact Statement will be appropriately dealt with in the final Environmental Impact Statement. Copies of the final Environmental Impact Statement, with comments attached, will be sent by the Environmental Coordinator to CEQ and to all other Federal, state, and local agencies and private organizations that made substantive comments on the draft, including affected foreign governments. Where emergency circumstances or considerations of foreign policy make it necessary to take an action without observing the provisions of §1506.10 of the CEQ Regulations, or when there are overriding considerations of expense to the United States or foreign governments, the originating Office will advise the Environmental Coordinator who will consult with Department of State and CEQ concerning appropriate modification of review procedures.

§216.8 Public hearings.

- (a) In most instances AID will be able to gain the benefit of public participation in the impact statement process through circulation of draft statements and notice of public availability in CEQ publications. However, in some cases the Administrator may wish to hold public hearings on draft Environmental Impact Statements. In deciding whether or not a public hearing is appropriate, Bureaus in conjunction with the Environmental Coordinator should consider:
- (1) The magnitude of the proposal in terms of economic costs, the geographic area involved, and the uniqueness or size of commitment of the resources involved;
 - (2) The degree of interest in the proposal as evidenced by requests from the public and from Federal, state and local authorities, and private organizations and individuals, that a hearing be held;
 - (3) The complexity of the issue and likelihood that information will be presented at the hearing which will be of assistance to the Agency; and
 - (4) The extent to which public involvement already has been achieved through other means, such as earlier public hearings, meetings with citizen representatives, and/or written comments on the proposed action.
- (b) If public hearings are held, draft Environmental Impact Statements to be discussed should be made available to the public at least fifteen (15) days prior to the time of the public hearings, and a notice will be placed in the FEDERAL REGISTER giving the subject, time and place of the proposed hearings.

§216.9 Bilateral and multilateral studies and concise reviews of environmental issues.

Notwithstanding anything to the contrary in these procedures, the Administrator may approve the use of either of the following documents as a substitute for an Environmental Assessment (but not a substitute for an Environmental Impact Statement) required under these procedures:

- (a) Bilateral or multilateral environmental studies, relevant or related to the proposed action, prepared by the United States and one or more foreign countries or by an international body or organization in which the United States is a member or participant; or
- (b) Concise reviews of the environmental issues involved including summary environmental analyses or other appropriate documents.

§216.10 Records and reports.

Each Agency Bureau will maintain a current list of activities for which Environmental Assessments and Environmental Impact Statements are being prepared and for which Negative Determinations and Declarations have been made. Copies of final Initial Environmental Examinations, scoping statements, Assessments and Impact Statements will be available to interested Federal agencies upon request. The cognizant Bureau will maintain a permanent file (which may be part of its normal project files) of Environmental Impact Statements, Environmental Assessments, final Initial Environmental Examinations, scoping statements, Determinations and Declarations which will be available to the public under the Freedom of Information Act. Interested persons can obtain information or status reports regarding Environmental Assessments and Environmental Impact Statements through the A.I.D. Environmental Coordinator.

(22 U.S.C. 2381; 42 U.S.C. 4332)