



USAID
FROM THE AMERICAN PEOPLE

AFGHANISTAN

Issuance Date: June 21, 2018
Questions Due Date and Time: July 5, 2018, 17:00, Eastern Time
Closing Date: July 20, 2018, 17:00, Eastern Time

SUBJECT: Request for Proposals (RFP) No. 72030618R00011
USAID/Afghanistan Southeast Power System (SEPS) Completion II and the Northeast Power System (NEPS) - Southeast Power System (SEPS) Connector

To All Prospective Offerors:

The United States Government, represented by the U.S. Agency for International Development (USAID), Afghanistan Office of Acquisition and Assistance (OAA) in conjunction with the USAID/Afghanistan Office of Infrastructure (OI), is seeking proposals from qualified and eligible organizations to provide the services as fully described in this solicitation.

USAID/Afghanistan anticipates awarding one Firm Fixed Price (FFP) contract as a result of this solicitation. Interested and qualified organizations are invited to submit proposals in accordance with the requirements of this RFP. The Geographic Code for this procurement is 935. USAID will conduct this procurement through full and open competition. Firms formally organized as construction firms or any other interested parties may submit proposals.

This is a Two Phase Design Build Procurement in accordance with FAR 36.3, Two-Phase Design Build Selection Procedures. In Phase I, interested Offerors will submit performance capability proposals for review and consideration. The Government will evaluate the proposals in accordance with the criteria described herein in order to select the Most Highly Rated Offerors to advance to Phase II. In accordance with FAR 36.303-1(a)(4), not more than five offerors will be selected to advance to Phase II of the competition without Head of Contracting Agency approval.

In Phase II, detailed plans and specifications for the project will be provided, via an amendment to the solicitation, to only the Offerors advanced from Phase I. The Offerors' Phase II proposals will be evaluated per the criteria described in the amendment.

The estimated project magnitude for this contract is between \$170,000,000 and \$270,000,000. The North American Industry Classification System (NAICS) code for this acquisition is 237130 (Power and Communication Line and Related Structures Construction).

The procedures set forth in the Federal Acquisition Regulation (FAR) Part 36 shall apply to this solicitation. The procedures set forth in the Federal Acquisition Regulation (FAR) Part 15 will apply to Phase II. Offerors are encouraged to read the entire solicitation. Any questions related to this RFP must be submitted by email to kbloaaoiteam@usaid.gov by the time and date specified above. No questions will be accepted after the specified date. Each e-mail must contain a subject line clearly indicating the name of the Offeror and the solicitation number.

If questions are received, which affect the responses to the solicitation, or if changes are made to the closing date and time, as well as any other aspects of the RFP, this solicitation will be amended. Any amendments to this solicitation will be issued and posted on the Federal Business Opportunities (FedBizOpps) website. Offerors are encouraged to check this website at <https://www.fbo.gov> periodically.

Proposals shall be submitted utilizing the U. S. Army Aviation and Missile Research Development and Engineering Center Safe (AMRDEC SAFE) Application, as described in Section L via <https://safe.amrdec.army.mil/safe> . No other forms of submission will be accepted.

The Government reserves the right to award a contract without discussions or the submittal of the final proposal revision, based upon evaluation of the Offeror's submitted technical and cost information. Accordingly, the Offeror's initial offer should contain its best terms for both cost and technical proposal.

Issuance of this solicitation does not in any way obligate the U.S. Government to award a contract nor does it commit the U.S. Government to pay for costs incurred in the preparation and submission of a proposal. Furthermore, the Government reserves the right to reject any and all offers, if such action is considered to be in the best interest of the U.S. Government. Thank you for your interest in USAID programs.


Sincerely,

A handwritten signature in blue ink, appearing to read "Tracy J. Miller", with a long horizontal flourish extending to the right.

Tracy J. Miller
Contracting Officer
Office of Acquisition and Assistance

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. 72030618R00011	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 06/21/2018	PAGE	OF	PAGES
				3		102

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

4. CONTRACT NO.		5. REQUISITION/PURCHASE REQUEST NO.		6. PROJECT NO.	
7. ISSUED BY	CODE	8. ADDRESS OFFER TO USAID/Afghanistan Office of Acquisition and Assistance			
9. FOR INFORMATION CALL: 	a. NAME George Boateng			b. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 3014901042	

SOLICITATION

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

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date)
Southeast Power System (SEPS) Completion II and the Northeast Power System (NEPS) - Southeast Power System (SEPS) Connector.

11. The Contractor shall begin performance _____ 60 _____ calendar days and complete it within _____ 641 _____ calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. The performance period is <input checked="" type="checkbox"/> mandatory <input type="checkbox"/> negotiable. (See _____.)	
12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES", indicate within how many calendar days after award in Item 12b.)	12b. CALENDAR DAYS 0
13. ADDITIONAL SOLICITATION REQUIREMENTS:	
a. Sealed offers in original and _____ copies to perform the work required are due at the place specified in Item 8 by _____ (hour) local time _____ (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.	
b. An offer guarantee <input type="checkbox"/> is, <input checked="" type="checkbox"/> is not required.	
c. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.	
d. Offers providing less than _____ 0 _____ calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.	

OFFER (Must be fully completed by offeror)

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

15. TELEPHONE NO. (Include area code)

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

CODE

FACILITY CODE

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

AMOUNTS

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

19. ACKNOWLEDGEMENT OF AMENDMENTS

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

AMENDMENT NO.										
DATE.										

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

20b. SIGNATURE

20c. OFFER DATE

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

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

ITEM

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

☐ 10 U.S.C. 2304(c) () ☐ 41 U.S.C. 253(c) ()

26. ADMINISTERED BY

CODE

27. PAYMENT WILL BE MADE BY

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE☐ 28. NEGOTIATED AGREEMENT(Contractor is required to sign this document and return 1 copies to issuing office.)

Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations,

☐ 29. AWARD

(Contractor is not required to sign this document.)

Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30a. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)

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

Tracy J. Miller

30b. SIGNATURE

30c. DATE

31b. UNITED STATES OF AMERICA

31c. DATE

BY

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PART I – THE SCHEDULE

SECTION B: SUPPLIES OR SERVICES AND PRICE

B.1 SERVICE

The contractor shall provide services for the Southeast Power System (SEPS) Completion II and the Northeast Power System (NEPS) - Southeast Power System (SEPS) Connector as fully described in Section C.

B.2 CONTRACT TYPE

This is a Firm-Fixed-Price (FFP) contract type.

B.3 CONTRACT PRICE

The Firm-Fixed-Price of this contract is \$ _____(TBD), the maximum dollar value payable to the contractor.

No additional sums shall be payable for any escalation in the price of materials, equipment or labor, or because of the contractor's failure to properly estimate or accurately predict the price or difficulty of achieving the results required. The Government will not adjust the contract price due to fluctuations in currency exchange rates. The Government will only make changes in the contract price or time to complete due to changes made by the Government in the work to be performed, or by delays caused by the Government.

The Government will make payments based on quantities and unit prices only to the extent specifically provided in the contract.

B.4 BUDGET

(TBD: The budget is to be determined in Phase II.)

B.5 PAYMENT

Payment shall be made in accordance with FAR 52.232-5, Payments under Fixed-Price Construction Contracts.

USAID hereby obligates the amount of \$ _____(TBD) for the performance and completion of the required services as described in this contract.

[END OF SECTION B]

SECTION C: STATEMENT OF WORK

C.1 PURPOSE

The purpose of the Southeast Power System (SEPS) Completion and the Northeast Power System & Southeast Power System (NEPS-SEPS) Connector Substations activity is the construction of transmission lines and substations to address critical infrastructure deficiencies in Afghanistan's power sector.

C.2 BACKGROUND

The SEPS Completion and the NEPS-SEPS Connector Substations activities are components of the approved Power Transmission, Expansion and Connectivity (PTEC) project that contributed directly to USAID/Afghanistan's 2015 - 2018 Plan for Transition under the development objective of "Sustainable Agriculture-led Economic Growth Expanded," and intermediate result of "Employment Opportunities Increased" and sub-intermediate result of "Access to Electricity."

C.3 SCOPE OF WORK

The project aims to improve Afghanistan's electric infrastructure with the constructions of the new substations and transmission lines in Ghazni, Zabul, Kandahar and Helmand provinces. These enhancements will help provide more affordable, reliable and sustainable power to a greater number of Afghans.

The SEPS Completion activity will provide improvements to the power grid in southern Afghanistan in the provinces of Helmand and Kandahar. The power infrastructure improvements will include approximately 100 kilometers of new high voltage transmission lines along with new or improved substations and switchyards. The infrastructure will improve reliability of power transmission from Kajaki Hydropower Plant (KHP) to Kandahar and communities in between.

The NEPS-SEPS Connector Substations activity includes construction of the Kandahar East and Qalat substations and installation of Reactive Power Compensator/Static VAR Compensator (RPC/SVC) at the Kandahar East, Qarabagh, Muqur and Shah Joy, and Chimtala substations to provide voltage stabilization along the transmission line between Chimtala and Kandahar. The project as a whole will provide access to lower-cost grid power to communities in the provinces of Kabul, Wardak, Ghazni, Zabul, Kandahar and Helmand.

[SPACE LEFT BLANK INTENTIONALLY]

C.3.1 SEPS COMPLETION

The Southeast Power System (SEPS) Completion II will rehabilitate the power grid in southern Afghanistan between Kandahar and Kajaki, including 114 kilometers of new high voltage transmission lines along with new or improved substations and switchyards.

SEPS Completion II is comprised of:

1. 110kV Transmission line from Kandahar East to Kandahar Breshna Kot (approximately 18km), Kandahar Breshna Kot to Pushmul (approximately 28km), Pushmul to Maiwand (approximately 37km) and Sangin North to Kajaki Hydroelectric power plant (approximately 31km); this includes three-way switch taps at Kandahar Breshna Kot, Pushmul, Maiwand and Sangin North substations.
2. The installation of electrical switchgear equipment at 110/20kV Sangin South, sangi North and 13.8kV/20kV Kajaki SAubstations, 20kV Tangi, 110kV Kajaki switchyards including installation of additional bays in Kandahar Breshna Kot and Durai Junction substations.

C.3.2 NEPS-SEPS CONNECTOR SUBSTATIONS

The Northeast Power System (NEPS) - Southeast Power System (SEPS) Connector consists of construction of up to five (5) substations along the NEPS-SEPS transmission line, which is currently under construction by DABS. This component of the NEPS-SEPS will connect Qarabagh to Kandahar East five (5) substations. The five substations consist of 220/20kV substations at Qarabagh, Muqur, ShahJoy, Qalat and Kandahar East.

This contract includes planning, design, and construction of the substations at Kandahar East Shahjoy, Muqur, Qarabagh, and Qalat . This also may include Reactive Power Compensation (RPC)/Statis VAR Compensation (SVC) installations in existing Chimtala, Sayedabad, and Ghazni substations. The new infrastructure will improve quantity, quality, and reliability of power transmission from Kajaki Dam to Kandahar and Kabul to Kandahar.

[END OF SECTION C]

SECTION D: PACKAGING AND MARKING

D.1 BRANDING STRATEGY

(a) In accordance with ADS 320, USAID policy is to require exclusive branding and marking in USAID direct acquisitions using any source of funds. Contractors and Sub-Contractors' corporate identities or logos must not be used on USAID-funded program materials. Marking is not required on Contractor vehicles, offices, office supplies or other commodities used solely for administration of the USAID-funded program. Marking is not permitted on any communications that are strictly administrative, rather than programmatic, in nature. USAID's identity is prohibited on Contractor and recipient communications related to award administration, such as hiring/firing of staff or renting office space and/or equipment.

(b) The Contractor must develop a broad Branding Implementation Plan (BIP) and Marking Plan (MP) for the contract to describe how the program deliverables will be branded. The branding strategy for this contract, as specified in USAID ADS 320.3.2.1 is as follows:

1. Activity Name: USAID/Afghanistan Southeast Power System (SEPS) Completion II and the Northeast Power System (NEPS) - Southeast Power System (SEPS) Connector

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

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

3. Organizations to acknowledge: The branding may acknowledge other organizations deemed as partners of an event or deliverable. When activities occur in coordination with other USG or non-USG partners, acknowledgement of the contribution and efforts of these organizations will be included in any relevant public or internal documentation, publications, advertising, presentations, brochures, etc.

The Contractor will have an activity-specific Branding Implementation Plan (BIP) and Marking Plan (MP). The Marking Plan may include requests for exceptions to marking requirements for programmatic reasons, to be approved by the Contracting Officer. Waivers, as defined by ADS 320, may be necessary for compelling political, safety, or security concerns, or if the marking will have an adverse effect in the host country. Marking and attribution for physical structures may need to be visible as soon as work commences. If grants are authorized in the Contract, the Contractor must clearly and conspicuously state in the small grants documentation and all delivered procurement that

resources for the grant have been donated by USAID and make clear that the Contractor is acting as USAID's agent. Contract deliverables to be marked with the USAID identity must follow design guidance for color, type, and layout in the Graphic Standards Manual, available at www.usaid.gov/branding, or any successor branding policies.

D.2 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 must be obtained prior to procurement of commodities to be shipped, and as early as possible for project construction sites and other project locations. This guidance will be provided through the cognizant technical office indicated on the cover page of this contract, or by the Mission Director in the Cooperating Country to which commodities are being shipped, or in which the project site is located.
- (c) Authority to waive marking requirements is vested with the Regional Assistant Administrators, and with Mission Directors.
- (d) A copy of any specific marking instructions or waivers from marking requirements is to be sent to the Contracting Officer; the original must be retained by the Contractor.

D.3 ANTICIPATED ELEMENTS OF MARKING PLAN

In accordance with ADS 320.3.2.3, a Marking Plan must be developed by Contractors to enumerate the public communications, commodities, and program materials and other items that visibly bear or will be marked with the USAID Identity. As stated in ADS 320.3.2, USAID's policy is that programs, projects, activities, public communications, or commodities implemented or delivered under contracts and subcontracts exclusively funded by USAID are marked exclusively with the USAID Identity. Where applicable, a host-country symbol or ministry logo, or another U.S. Government logo may be added.

Except for the manufacturer's trademark on a commercial item, the corporate identities or logos of Contractors or sub-Contractors are not permitted on USAID-funded program materials and communications, unless specified in the USAID Graphic Standards Manual or approved in advance by the Principal Officer.

The Marking Plan may include requests for exceptions to marking requirements, to be approved by the CO. Section 320.3.2.4 describes what the Marking Plan must address. Section 320.3.2.5 lists the exceptions to Marking Plan requirements.

D.4 APPROVAL OF CONTRACTOR BRANDING IMPLEMENTATION & MARKING PLAN

The Contractor's Branding Implementation Plan/Marking Plan will be reviewed and approved by USAID and incorporated after award.

[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 Federal Acquisition Regulation (FAR) 52.252-2 "Clauses Incorporated by Reference" in Section E of this contract. The full text of a clause may be accessed electronically at this address: <http://acquisition.gov/far/index.html>.

FEDERAL ACQUISITION REGULATION (FAR)

NUMBER	TITLE	DATE
52.246-12	Inspection of Construction	AUG 1996
52.246-21	Warranty of Construction	MAR 1994
52.246-4	Inspection of Services – Fixed Price	AUG 1996

E.2 INSPECTION AND ACCEPTANCE

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

USAID/Afghanistan
Office of Infrastructure
U.S. Embassy
West Compound
Great Massoud Road
Kabul, Afghanistan

The Contracting Officer Representative (COR) listed in Section G has been delegated the authority to inspect and accept all services, reports and other required deliverables. Inspection of all deliverables required hereunder must be made by the COR.

[END OF SECTION E]

SECTION F: DELIVERIES OR PERFORMANCE

F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

In accordance with FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract, the following contract clauses are hereby incorporated by reference, with the same force and effect as if they were given in full text. See <http://acquisition.gov/far/index.html> for electronic access to the full text of a clause.

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

NUMBER	TITLE	DATE
52.242-14	Suspension of Work	APR 1984

F.2 PERIOD OF PERFORMANCE

The period of performance for this project is **two years** from the notice to proceed (see Section F.7).

F.3 KEY PERSONNEL

Offerors are encouraged to become familiar with personnel requirements located in specification Sections 01 45 01 USACE Quality Control; 01 35 26 Health and Occupational Safety Requirements; and 00 73 15 General Requirements in Attachment J. 7 Specifications for Key Personnel.

The key personnel specified below are considered to be essential for the successful performance of this contract. The Contractor must provide the following key personnel for the performance of this contract:

Position Title	Name
Project Manager	TBD
Construction Quality Control Manager	TBD
On-Site Construction Superintendent	TBD
Safety Officer	TBD
Senior Electrical Engineer	TBD

The following personnel must meet the qualifications for the position:

1. Scheduler
2. Design Civil Engineer
3. Design Electrical Engineer
4. Design Structural Engineer

F.3.1 Qualification, Experience & Responsibilities

1) Project Manager:

- A minimum of eight (8) years of experience managing projects involving construction projects similar in size, scope and complexity to the project contemplated is required.
- A bachelor's degree in architecture or engineering is highly desired.

2) Construction Quality Control Manager:

- At a minimum, must have a bachelor's degree in Architecture, Engineering or a closely related field with eight of 8 years of experience, on construction projects similar in scope and complexity to the project contemplated for this solicitation.
- Or a certification in Construction Management, with a minimum of five (5) years construction experience on construction projects similar in scope and complexity to the project contemplated for this solicitation.

3) On-Site Construction Superintendent:

- A minimum of 5 years of horizontal and vertical construction field experience is required.

4) Safety Officer:

- A minimum of three (3) years of experience as a safety officer on construction projects that are similar in scope and complexity to the project contemplated for this solicitation.
- A bachelor's degree in Construction Management, Engineering or a closely related field is highly desired.

5) Senior Electrical Engineer

- A minimum of 8 years of experience as an electrical engineer on construction projects similar in scope and complexity to the project contemplated for this solicitation, or;
- At a minimum, must have a bachelor's degree in Electrical Engineering with 3 years of experience as an electrical engineer supervising electrical engineering features of work.

6) Scheduler

- A minimum of 5 years construction scheduling experience on construction projects similar in scope and complexity to this solicitation.
- Cost loaded scheduling ability is highly desired.

7) Design Civil Engineer

- A minimum of ten (10) years of experience on construction projects similar in scope and complexity to the project contemplated for this solicitation.
- The design civil engineer must have a bachelor's degree in Civil Engineering with

8) Design Electrical Engineer

- A minimum of 10 years of experience on construction projects similar in scope and complexity to the project contemplated for this solicitation.
- At a minimum, must have a bachelor's degree in Electrical Engineering with

9) Design Structural Engineer

- Must have at least a bachelor's degree in Civil Engineering or Structural Engineering
- A minimum of ten (10) years of experience as a Structural Engineer on construction projects similar in scope and complexity to the project contemplated for this solicitation.

Degrees must be translated to English and relate to the respective discipline (for example the civil engineer must have a degree in civil engineering). Degrees must be conferred by an accredited institution of higher education, such as U.S. universities or colleges, Afghanistan universities, or international equivalents.

F.4 DELIVERABLES AND SCHEDULE

In accordance with FAR 52.236-15, the Contractor must provide the required deliverables and all reporting requirements per contract document.

[A table with reports will be provided during Phase II and incorporated into this contract document]

F.5 DELIVERABLE SUBMISSION

All reports and deliverables must be sent to the COR in a PDF electronic format. All schedules must be submitted in an unlocked Microsoft Project/and or Primavera and PDF format.

F.6 REPORTING ON THE AFGHAN-INFO SYSTEM

The Contractor shall upload all deliverables except project photos onto USAID's Afghan-Info on a quarterly basis. The Contractor shall be responsible to request instructions and login information for Afghan Info, from the COR after the award of the contract

F.7 NOTICE TO PROCEED

- a) In order for the Government to issue Notice to Proceed (NTP), the successful offeror will be required to provide the following to the Contracting Officer:
 1. Evidence of Defense Base Act (DBA) insurance coverage for employees and all subcontractors at every tier for performance of this contract (mandatory for NTP). This is a contract requirement in accordance with FAR Clause 52.228-3, Worker's Compensation Insurance (Defense Base Act).
 2. Proof of Synchronized Pre-deployment and Operational Tracker (SPOT) entry of employees performing work under this contract.
 3. Performance and Payment Bonds. See 52.228-15 Performance And Payment Bonds—Construction

After receiving and the above, the Contracting Officer will issue the Contractor a NTP. The Contractor shall then prosecute the work commencing and completing performance not later than the time period established in the contract.

- b) It is possible that the Contracting Officer may elect to issue the Notice to Proceed before receipt and acceptance of any bonds. Issuance of a Notice to Proceed before receipt of the required bonds or policies shall not be a waiver of the requirement to furnish these documents.

[END OF SECTION F]

SECTION G: CONTRACT ADMINISTRATION DATA

G.1 ADMINISTRATIVE CONTRACTING OFFICE

The responsible USAID/Afghanistan office for post-award administration of this contract is:

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

G.2 CONTRACTING OFFICER'S AUTHORITY

The Contracting Officer is the only person authorized to make or approve any changes in the requirements of this contract and notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely in the Contracting Officer. In the event the Contractor makes any changes at the direction of any person other than the Contracting Officer, the change shall be considered to have been made without authority and no adjustment shall be made in the contract terms and conditions, including SOW, project schedule and project cost.

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

USAID/Afghanistan
Office of Acquisition and Assistance (OAA)

Physical Address:

U.S. Embassy
West Compound
Great Massoud Road
Kabul, Afghanistan

U.S. Address:

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

G.3 CONTRACTING OFFICER’S REPRESENTATIVE (COR)

The Contracting Officer’s Representative (COR) is [insert name]. The COR is located at:

Physical Address:

USAID/Afghanistan
Office of Infrastructure (OI)
U.S. Embassy
West Compound
Great Massoud Road
Kabul, Afghanistan

U.S. Address:

USAID/Afghanistan
Office of Infrastructure (OI)
6180 Kabul Place,
Dulles, VA 20189-6180

G.4 PAYING OFFICE AND SUBMISSION OF INVOICES

The Government will make payments no more frequently than monthly, unless otherwise provided in this contract. The 14 day period identified in FAR 52.232-27(a)(1)(i)(A) is hereby changed to 30 days.

The Contractor shall address invoices to the Office of Financial Management to below address. The contractor shall make sure to copy the COR in all communications referenced to this award.

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

G.5 ACCOUNTING AND APPROPRIATION DATA:

(Data to be inserted prior to award)

G.6 CONTRACTOR'S PRIMARY POINT OF CONTACT

The Contractor's primary point of contact for this award is:

(Data to be inserted prior to award)

Name:	TBD
Title:	TBD
Telephone number:	TBD
Email address:	TBD

[END OF SECTION G]

PART II – CLAUSES

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 AUTHORIZED GEOGRAPHIC CODE

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

H.2 CONSENT TO SUBCONTRACTS (DECEMBER 2016)

(a) In accordance with FAR 52.244-2, Subcontracts, Contracting Officer's consent has been provided to award subcontracts as proposed in the Contractor's proposal which resulted in the award of this contract to the following firms for the services or supplies specified in the prime Contractor's proposal:

Name of Sub-Contractor	Services/Supplies:
1. TBD	TBD
2. TBD	TBD
3. TBD	TBD

(b) The Contractor must request Contracting Officer consent and submit the information required by the aforementioned clause for any subcontracts requiring consent but not listed here. In order for the Contractor to receive consent to subcontract; it must address each of the elements in FAR 44.202-2 for each sub-Contractor. If the Contractor chooses not to request consent to subcontract at the time of proposal submission, it still must identify all sub-Contractors and lower tier sub-Contractors proposed to perform work under the contract. Before using Subcontractor services for this award, the Contractor must submit a vetting request to vetting office with required completed vetting forms and other information as needed and specified under H.8 below.

H.3 RIGHT TO PROCURE FROM OTHER SOURCES (AUGUST 2016)

The Government, under the terms of this contract, retains the right to procure similar services from other sources during the period of this contract. USAID reserves the right to contract with other entities outside of this contract to develop and/or implement activities and projects, including ones that have been identified, studied, developed and/or designed to a prescribed level by the Contractor under an approved contract.

H.4 MAXIMIZING USE OF LOCAL ENTITIES (AUGUST 2016)

The Contractor will channel most of the program implementation costs toward Host Country implementers for the carrying out of activities under the contract, to the extent possible. In keeping with the principles of designing a program for local entities, and where the Contractor determines that program content and efficiency of implementation will be beneficial, the Contractor is strongly encouraged to sub-contract with local NGOs, and local firms in the implementation of this program/activity.

H.5 USAID/AFGHANISTAN SUB-AWARD REQUIREMENTS (APRIL 2016)

Not Applicable.

H.6 ADS 302.3.5.17 LIMITATION ON SUBCONTRACTING TO NON-LOCAL ENTITIES (JULY 2014)

- a) Applicability. This clause applies to:
 - i. Contracts that have been awarded to those local entities under the authority of and as defined in Section 7077 of Public Law 112-74, the Consolidated Appropriations Act, 2012 (P.L. 112-74), as amended by Section 7028 of Public Law 113-76, the Consolidated Appropriations Act, 2014, also known as "Local Competition Authority"; and
 - ii. Contracts awarded to local entities (as defined in Section 7077 of Public Law 112-74) under the authority at AIDAR 706.302-70 Impairment of foreign aid programs.
- b) By submission of an offer and execution of a contract, the Contractor agrees that in performance of the contract for—
 - 1) Services (except construction), at least fifty (50) percent of the cost of contract performance incurred for personnel must be expended for employees of the prime/local entity.
 - 2) Supplies (other than procurement from a non-manufacturer of such supplies), the prime/ local entity concern must perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.
 - 3) General construction, the prime/ local entity concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.
 - 4) Construction by special trade Contractors, the concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.
- c) By submission of an offer and execution of a contract, the Contractor represents that it is an individual, a corporation, a nonprofit organization, or another body of persons that:
 - 1) Is legally organized under the laws of;
 - 2) Has as its principal place of business or operations in;
 - 3) Is majority owned by individuals who are citizens or lawful permanent residents of; and
 - 4) Is managed by a governing body the majority of who are citizens or lawful permanent residents of the country in which this contract will be primarily performed.
- d) For purposes of this clause, “majority owned” and “managed by” include, without limitation, beneficiary interests and the power, either directly or indirectly, whether exercised or exercisable, to control the election, appointment, or tenure of the organization's managers or a majority of the organization's governing body by any means.

H.7 USAID/AFGHANISTAN PUBLIC POSTING (APRIL 2016)

The Contractor must provide a redacted version of the award within 30 days of the effective date and direct the request and redacted copy via e-mail to kblaidoaacompliance@usaid.gov or the award will be posted without alteration on the USAID/Afghanistan website.

H.8 USAID/AFGHANISTAN VETTING REQUIREMENT (APRIL 2016)

The Contractor must comply with USAID/Afghanistan's Mission Order 201.06, National Security Screening (Non-U.S. Party Vetting).

- A. In accordance with USAID/Afghanistan Mission Order 201.06 - National Security Screening (Non-U.S Party Vetting) the Contractor must complete and submit a "USAID Information Form" for:
 - a. Itself, if it is a non-U. S. entity;
 - b. Each sub-Contractor or sub-Contractor of a sub-Contractor, regardless of the tier, valued cumulatively at \$25,000 or more, that is a non-U.S. entity; or
 - c. Each key individual that is a non-U.S. entity.
- B. For purposes of this requirement, the following definitions apply:
 - a. "Non-U.S. entity" means:
 - i. any non-US citizen or non-permanent legal resident of the United States; or
 - ii. any entity that is not formed in the United States or for which 50% or more of the equity is owned or controlled by persons who are not U.S. citizens or permanent legal residents of the United States.
 - b. "Key individuals" means:
 - i. an individual or entity owning 10% or more equity stake in the organization, whether publically- or privately-held;
 - ii. principal officers of the organization's governing body (e.g., chairman, vice chairman, treasurer or secretary of the board of directors or board of trustees):
 - a) the principal officer and deputy principal officer of the organization (e.g., executive director, deputy director; president, vice president);
 - b) the program manager or chief of party for the USAID-financed program; and
 - c) any other person with significant responsibilities for administration of USAID financed activities or resources.
- C. The requirements of paragraph A. of this clause must be completed prior to the Government's acceptance of the contract and following that, at the earlier of:
 - a. Once a year; or
 - b. When there is a change or addition to any entity or person identified in paragraph A.
- D. USAID reserves the right to rescind approval for a sub-award in the event that USAID subsequently becomes aware of information indicating that the sub-award is contrary to U.S. law or policy prohibiting support for terrorism, or facilitating criminal activity. In such cases, USAID's

Contracting Officer will provide written instructions to the implementing partner to terminate the sub-award.

H.9 USAID/AFGHANISTAN USE OF SYNCHRONIZED PRE-DEPLOYMENT AND OPERATIONAL TRACKER (SPOT) FOR CONTRACTORS SUPPORTING A DIPLOMATIC OR CONSULAR MISSION OUTSIDE THE UNITED STATES (SUPPLEMENT TO FAR 52.225-19) (AUGUST 2016)

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

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

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

H.10 SERIOUS INCIDENT REPORTING (SIR) IN AFGHANISTAN (AUGUST 2016)

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

A serious incident is defined (but not limited to) the following incidents affecting an employee or the implementation of activities paid for with U.S. Government funding regardless of the funding source and tier of the organization:

1. **Arrest** – A legal detention by the Afghanistan National Security Forces (ANSF) or Coalition Forces (CF)
2. **Complex Attack** – An attack using multiple means of engagement such as an Improvised Explosive Device (IED) followed by small arms fire
3. **Demonstration** – An organized act of protest against legitimate operations that results in violence or the threat of violence
4. **Harassment** – Interference in legitimate operations by ANSF, RS, or local civilian forces
5. **Indirect Fire (IDF)** – Attacks in which weapons are not directly aimed at the target (such as mortars, artillery, emplaced rockets but not rocket propelled grenades -RPGs)
6. **Improvised Explosive Device (IED)** – A bomb made and delivered in a non-conventional way (body borne IED, vehicle borne IED, remote control IED, magnetic IED etc.)
7. **Capture** - Illegal or hostile detention by insurgents or criminals for any length of time
 - a. Abduction: the act of taking someone away by force or fraud
 - b. Kidnapping: the abduction of a person by force or fraud for use as a hostage
 - c. Hostage: a person given or held as security for the fulfillment of certain conditions or terms, promises, etc., by another.
8. **Land Mine** – A manufactured anti-personnel or anti-vehicle mine.
9. **Motor Vehicle Accident (MVA)** – An airplane, motorcycle, car, or truck crash which results in injury or damage.
10. **Robbery** – Non-insurgent related theft of property.
11. **Small Arms Fire (SAF)** – a hostile engagement by a direct fire weapon (such as a pistol, AK-47, PK machine gun, RPG etc.)
12. **Threat** – Verbal (in-person, telephone, etc.), SMS (text message), or written message threatening violence or demanding payment in any form.
13. **Other** – negligent or unintentional firearm discharge, physical altercation between employees, cybersecurity incident, sexual misconduct etc.

INITIAL NOTIFICATION: Contractor must provide initial notification by email or telephone to the USAID Partner Liaison Security Officer (PLSO), the Contracting, and the Contracting Officer's Representative (COR) for accountability purposes of any serious incident as soon as practical, if it cannot be done immediately. This notification must provide as many details as are known at the time about the incident. The email addresses for the PLSO are KabulAIDSSO@usaid.gov and KabulAIDSSO@state.gov and the telephone numbers are +1 (301) 490-1042 Ext. 3342 or Ext. 3115. A point of contact (POC) of the prime Contractor must be provided to the PLSO and COR in order for USAID personnel to follow up on the security incident details. Additionally, if a serious incident which involves an employee wounded in action (WIA) who later succumbs of the wound(s), the implementing partner shall provide the same notification within 24 hours of the death of the individual.

SERIOUS INCIDENT REPORT: Additionally, within 24 hours, the implementing partner must submit an initial Serious Incident Report (SIR) documenting the incident in detail to the USAID PLSO using the form provided. The SIR must include, at a minimum, the award number, the name of the company, location where the incident occurred (Latitude/Longitude, GPS or MGRS coordinates, location name, etc.), time when the incident occurred, a brief description of the events of the incident, details about any known casualties, country of origin of all involved and a point of contact for the USAID PLSO to request further information as needed. Each SIR must be completed as thoroughly as

possible and sent to KabulAIDSSO@usaid.gov (primary) and KabulAIDSSO@state.gov. The prime Contractor must concurrently send a notice to the USAID (COR) and the Contracting Officer that a SIR has been submitted to PLSO.

Following the conclusion or solution of the reported incident, a Final SIR should be submitted to the USAID PLSO to identify the resolution of the reported event and provide details indicating the resolution thereof.

H.11 USAID/AFGHANISTAN SMART TRAVELER ENROLLMENT PROGRAM (STEP) (JANUARY 2016)

The Contractor must enroll all American citizens traveling to Afghanistan in STEP at www.travel.state.gov. Information provided must be accurate and up-to-date and is applicable to both long-term and short-term travel funded by USAID.

H.12 USAID/AFGHANISTAN HOST COUNTRY TAXES AND DUTIES (NOVEMBER 2016)

The Contractor is advised that equipment, materials, and funds introduced into Afghanistan under the USAID program are exempt from customs, duties, and taxes. In accordance with the applicable U.S. Government cost principles, such costs are unallowable and may not be charged to this Award or paid with funding provided in the award. If the Contractor is assessed any such charges, they must bring the proposed assessment to the immediate attention of the Contracting Officer and USAID/Afghanistan.

H.13 ELECTRONIC PAYMENTS SYSTEM (JULY 2014)

1. Definitions:

- a. “Cash Payment System” means a payment system that generates any transfer of funds through a transaction originated by cash, check, or similar paper instrument. This includes electronic payments to a financial institution or clearing house that subsequently issues cash, check, or similar paper instrument to the designated payee.
- b. “Electronic Payment System” means a payment system that generates any transfer of funds, other than a transaction originated by cash, check, or similar paper instrument, which is initiated through an electronic terminal, telephone, mobile phone, computer, or magnetic tape, for the purpose of ordering, instructing or authorizing a financial institution to debit or credit an account. The term includes debit cards, wire transfers, transfers made at automatic teller machines, and point-of-sale terminals.

2. The Contractor agrees to use an electronic payment system for any payments under this award to beneficiaries, sub-Contractors, or grants under contracts, where applicable.

3. Exceptions. The Contractor is allowed the following exceptions, provided the Contractor documents its contract file with the appropriate justification:

- a. Cash payments made while establishing electronic payment systems, provided that this exception is not used for more than six months from the effective date of this award.

- b. Cash payments made to payees where the Contractor does not expect to make payments to the same payee on a regular, recurring basis, and payment through an electronic payment system is not reasonably available.
 - c. Cash payments to vendors below the micro purchase level as defined by FAR 2.101, or for Grants under Contracts for less than \$3000, when payment through an electronic payment system is not reasonably available.
 - d. The Contractor has received a specific written exception from the Contracting Officer that a specific payment or all cash payments are authorized, based on the Contractor's written justification, which provides a basis and cost analysis for the requested exception.
4. More information about how to establish, implement, and manage electronic payment methods is available to Contractors at <http://solutionscenter.nethope.org/programs/c2e-toolkit>

H.14 COMPENSATION FOR COOPERATING COUNTRY NATIONALS (CCNs) IN AFGHANISTAN – ACQUISITION (OCT 2017)

Not Applicable.

H.15 ADDITIONAL REQUIREMENTS FOR PERSONNEL COMPENSATION (DECEMBER 2016)

Not Applicable

H.16 DEFENSE BASE ACT (DBA) INSURANCE (OCT 2017)

- a) Pursuant to AIDAR 752.228-3 Worker's Compensation Insurance (Defense Base Act) (DEC 1991) and AAPD 17-01 Defense Base Act (DBA) (JAN 2017); USAID's DBA insurance carrier is:

AON Risk Insurance Services West, Inc.
2033 N. Main St., Suite 760
Walnut Creek, CA 94596-3722

Hours: 8:30 A.M. to 5:00 PM, Pacific Time

Primary Contact: Fred Robinson
Phone: (925) 951-1856
Fax: (925) 951-1890
Email: Fred.Robinson@aon.com

Contractors must submit a copy of DBA coverage for which contract performance is to occur outside of the U.S. This document is to be provided prior to start of performance overseas.

- b) Rates: There are three different rates depending on the nature of the services to be provided. If a contract contains more than one of the services listed, the premium will be distributed proportionally.

Contract Year	Period of Performance	Services	Construction	Security
Base Period	xx/xx/18 – xx/xx/21	\$2.00	\$4.50	\$7.50

Notes:

1) If at the measurement date, the percentage of USAID security payroll remains between 0-10% of total payroll, the security rate in the next option period will be \$7.50/\$100 employee remuneration.

2) If at the measurement date, the percentage of USAID security payroll is above 10.0% to 25.0% of total payroll, the security rate in the next option period will be \$10.00/\$100 employee remuneration.

3) If at the measurement date, the percentage of USAID security payroll exceeds 25.0% of total payroll, the security rate in the next option period will be \$12.50/\$100 employee remuneration.

4) The term “wages” means the money rate at which the service rendered by an employee is compensated by an employer under the contract of hiring in force at the time of the injury, including the reasonable value of any advantage which is received from the employer and included for purposes of any withholding of tax under subtitle C of the Internal Revenue Code of 1954 [26 USC §§ 3101 et seq.] (relating to employee taxes). The term wages does not include fringe benefits, including (but not limited to) employer payments for or contribution to a retirement, pension, health and welfare, life insurance, training, social security or other employee or dependent benefit plan for the employee’s or dependent’s benefit, or any other employee’s dependent entitlement. Maximum rate of compensation shall not exceed 200 per centum of the applicable national average weekly wage (NAWW) as calculated by the Secretary of Labor. The current NAWW can be found at <http://www.dol.gov/owcp/dlhwc/nawwinfo.htm>.

5) The new rate structure aligns DBA rates to the likelihood that specific types of contracts will incur different frequency of DBA payouts and of differing dollar amounts. Those having greater risk pay greater premiums. Those with anticipated lower risk pay lesser premiums. The concept is to associate specific costs to a contract predicated upon the potential DBA risks under the same contract. The risk is predicated on the nature and inherent danger of certain categories of contracts (and performance under those awards).

6) For contracts that include Aviation, ground crews shall be categorized as Construction, and flight crew shall be categorized as Security.

c) Notice of Exclusion of Medical Evacuation Coverage

Pursuant to AIDAR 752.228-70, medical evacuation insurance is a separate insurance requirement for overseas performance of USAID contracts; the Defense Base Act insurance does not provide coverage for medical evacuation.

d) Waivers for Third Country and Local Nationals

The list of countries with active DBA waivers is available at <http://www.dol.gov/owcp/dlhwc/dbawaivers/dbawaivers.htm>. In accordance with ADS 302,

Missions may obtain a country-based waiver by sending a request to M/OAA Evaluation Division at dbawaiverrequests@usaid.gov.

H.17 PRESS RELATIONS (JANUARY 2017)

The Contractor must coordinate all project related press inquiries and statements with the COR and USAID/Afghanistan's Development Outreach and Communication (DOC) Office. The Contractor must seek approval from the COR and DOC before agreeing to or allowing staff to conduct interviews with the press on matters related to work under this project. The DOC contact is:

Development Outreach and Communication (DOC) Office
US Embassy Kabul
Great Massoud Road
Kabul, Afghanistan
202-216-6288
Email: Kblaiddoc@usaid.gov

H.18 USAID/AFGHANISTAN RESTRICTIONS ON CONTRACTORS EXECUTING AGREEMENTS WITH GOVERNMENT OF NATIONAL UNITY OF AFGHANISTAN (AUGUST 2016)

- A. Only the Mission Director of USAID/Afghanistan has the authority to negotiate, execute, and implement instruments, such as Memorandums of Understanding or Letters of Intent or Collaboration (MoUs), with the Government of the Islamic Republic of Afghanistan (GIROA) for activities using USAID funds. Contractors must not enter separate MoUs with any GIROA entity including ministries, provincial or district government entities, or city and village entities.
- B. If a Contractor determines a MoU with the GIROA is beneficial to the implementation of activities funded by USAID, the Contractor must request their COR to draft and negotiate that MoU between USAID and the GIROA. The request should describe at a minimum:
 - a. how large or important a role the GIROA unit entity (e.g. ministry, agency, city) is being asked to play in the activity;
 - b. previous experience or status of current relations with the GIROA unit entity;
 - c. any relevant US legislation; and
 - d. the advantages to be gained from formally memorializing the terms of the assistance relationship with the GIROA entity.
- C. All amendments to the MoU must be approved by the COR.
- D. This provision does not apply to agreements between an Implementing Partner and the Afghanistan Public Protection Force (APPF) for security services.

H.19 SUBMISSION OF DATASETS TO THE DEVELOPMENT DATA LIBRARY (DDL) (OCTOBER 2014)

a) Definitions. For the purpose of submissions to the DDL:

- 1) “Dataset” is an organized collection of structured data, including data contained in spreadsheets, whether presented in tabular or non-tabular form. For example, a Dataset may represent a single spreadsheet, an extensible mark-up language (XML) file, a geospatial data file, or an organized collection of these. This requirement does not apply to aggregated performance reporting data that the Contractor submits directly to a USAID portfolio management system or to unstructured data, such as email messages, PDF files, PowerPoint presentations, word processing documents, photos and graphic images, audio files, collaboration software, and instant messages. Neither does the requirement apply to the Contractor’s information that is incidental to award administration, such as financial, administrative, cost or pricing, or management information. Datasets submitted to the DDL will generally be those generated with USAID resources and created in support of Intellectual Work that is uploaded to the Development Experience Clearinghouse (DEC) (see AIDAR 752.7005 “Submission Requirements for Development Experience Documents”).
- 2) “Intellectual Work” includes all works that document the implementation, monitoring, evaluation, and results of international development assistance activities developed or acquired under this award, which may include program and communications materials, evaluations and assessments, information products, research and technical reports, progress and performance reports required under this award (excluding administrative financial information), and other reports, articles and papers prepared by the Contractor under the award, whether published or not. The term does not include the Contractor’s information that is incidental to award administration, such as financial, administrative, cost or pricing, or management information.

b) Submissions to the Development Data Library (DDL)

- 1) The Contractor must submit to the Development Data Library (DDL), at www.usaid.gov/data, in a machine-readable, non-proprietary format, a copy of any Dataset created or obtained in performance of this award, including Datasets produced by a sub-Contractor at any tier. The submission must include supporting documentation describing the Dataset, such as code books, data dictionaries, data gathering tools, notes on data quality, and explanations of redactions.
- 2) Unless otherwise directed by the Contracting Officer (CO) or the Contracting Officer Representative (COR), the Contractor must submit the Dataset and supporting documentation within thirty (30) calendar days after the Dataset is first used to produce an Intellectual Work or is of sufficient quality to produce an Intellectual Work. Within thirty (30) calendar days after award completion, the Contractor must submit to the DDL any Datasets and supporting documentation that have not previously been submitted to the DDL, along with an index of all Datasets and Intellectual Work created or obtained under the award. The Contractor must also provide to the COR an itemized list of any and all DDL submissions.

The Contractor is not required to submit the data to the DDL, when, in accordance with the terms and conditions of this award, Datasets containing results of federally funded scientific research are submitted to a publicly accessible research database. However, the Contractor must submit a notice to the DDL by following the instructions at www.usaid.gov/data, with a copy to the COR, providing details on where and how to access the data. The direct results of federally funded scientific research must be reported no later than when the data are ready to be submitted to a peer-reviewed journal for publication, or no later than five calendar days prior to the conclusion of the award, whichever occurs earlier.

- 3) The Contractor must submit the Datasets following the submission instructions and acceptable formats found at www.usaid.gov/data.
- 4) The Contractor must ensure that any Dataset submitted to the DDL does not contain any proprietary or personally identifiable information, such as social security numbers, home addresses, and dates of birth. Such information must be removed prior to submission.
- 5) The Contractor must not submit classified data to the DDL.

H.20 DATABASE AND GIS/GPS REPORTING REQUIREMENTS (MARCH 2017)

USAID/Afghanistan uses a web-based system to collect and organize information critical to program management, oversight, and reporting. This system is named Afghan Info. Afghan Info supports a number of exercises including: Mission-wide Portfolio Reviews, the Performance Plan and Report, the Multi-Tiered Monitoring Approach, Geographic Information System (GIS) analysis, and overall coordination efforts. Reported information may impact policy formulation and project design stakeholders including USAID/Afghanistan, USAID/Washington, the United States Congress, the Government of the Islamic Republic of Afghanistan (GIROA), and other donors.

USAID requires a minimum of quarterly (United States Government Fiscal Quarters) data submissions throughout the entire life of the award. The partner must provide updates for all required data elements as specified in the reporting requirements of their award. As applicable, data to be reported into Afghan Info may include:

- Monitoring and Evaluation (M&E) Plan indicator reporting and aggregate and/or raw data.
- Attribution by provinces/districts of total quarterly costs/ vouchered expenses.
- Documents as required in the reporting requirements section of the award.

Partners are additionally required to collect and report on Global Positioning System (GPS) data and other GPS supporting details for all implementation activities. (This is especially important if data could/will be analyzed to the type III Geographical Disaggregation level.) Geographic data collection, analysis, and submission methods must be included in annual work and M&E plans. Partners must ensure the following standard settings are utilized when collecting latitude/longitude GPS coordinate data for USAID/Afghanistan activities:

- Coordinate System/Datum: WGS 1984
- Coordinate Format: Decimal Degrees (DD.DDDDDD) with at least 6 decimal places

- Latitude Coordinate Parameters: Must be between 29.378060 - 38.489592
- Longitude Coordinate Parameters: Must be between 60.475769 - 74.889862
- Accuracy Level: Less than 15 meters

The COR responsible for the award will provide specific guidance on reporting, provide access to the Afghan Info system for the Contractor, and ensure that all applicable reporting requirements have been assigned to the award and as necessary, appropriately configured in the system. Contractors must use the Afghan Info interface for data entry. Criteria for restricting reporting activity or reporting sites will be provided by the COR. Data entered into the system must adhere to USAID data quality standards (ADS 203.3.11.1). All geographic data will additionally adhere to OMB Circular A-16 and A-130; Executive Order 12906; ADS 557 (Public Information); and ADS 579 (USAID Development Data). Data entry modules will include an option for selecting certain sites for restricted access in the database. (Note: all activities will be recorded, but those restricted will be viewable only by those with a “need to know”.)

In consultation with the USAID/Afghanistan’s GIS Specialist and/or as directed by USAID/Afghanistan or USAID/Washington, the COR will manage this geographic data for use in project management, communications, reporting, and evaluation. In the case of proprietary or contractual restrictions preventing submission/publication of geographic data, the Contractor shall provide justification to the COR. For activities requiring multiple data points, to include infrastructure activities such as dam, power line, and road construction, data can be submitted to USAID or through a “cloud-based data transfer mechanism that is outside USAID (example: Dropbox), but must be stored and submitted to the COR in industry standard formats such as ESRI Shapefile, ESRI Feature Class, or Microsoft Excel, and include any and all metadata. All infrastructure programs will include photo documentation from no less than two sides with no less than beginning and ending project photographic documentation.

Metadata or “Properties” is a summary providing content, quality, type, creation, and spatial information about a data set. In the file’s “properties” programmatic specifics to include name, description of the file, program and implementer, geospatial location and description of the activity will be included. For example, a photograph’s metadata will include Title- the name of the event or site, such as “Ghazi Mohammad Ayub Khan High School” ; Subject- what the photo depicts; such as “prior to start of construction a/o 20160207”; TAGS - will include, at a minimum, the program and the implementer for example: “SACCARP; IOM;” Comment: the grid and the nature of the project/event, such as “31.623130, 65.055618 photo of the front of the school. Prior to stair repair, painting and toilet rehab”. The date the photo was taken should already be included automatically but if not it should be also added.

Although the example discusses an image file, the same requirement for metadata documentation is required for other file formats (docx or xlsx) that document a specific project’s geographically linked activity that will be used for permanent documentation.

Please note some cameras with integrated GPS capability automatically places the data into the Exif metadata. The data should be kept; but often, the Lat/Long format is in Hours/Min/Sec and not in digital degrees, therefore, it must be converted and added to the metadata. There are free available sites on the web, such as <http://www.latlong.net>; and <http://www.earthpoint.us/Convert.aspx>.

Unless otherwise specified, Afghan Info can be accessed at: <https://usaidinfo.usaid.gov/>

H.21 ENVIRONMENTAL COMPLIANCE

The Contractor must comply with 22 CFR 216 requirements, the Initial Environmental Examination Recommendations and Afghan environmental laws and regulations.

Environmental Mitigation and Monitoring Plan (EMMP)

1a) The Foreign Assistance Act of 1961, as amended, Section 117 requires that the impact of USAID's activities on the environment be considered and that USAID include environmental sustainability as a central consideration in designing and carrying out its development programs. This mandate is codified in Federal Regulations (22 CFR 216) and in USAID's Automated Directives System (ADS) Parts 201.5.10g and 204 (<https://www.usaid.gov/who-we-are/agency-policy/series-200>), which, in part, require that the potential environmental impacts of USAID-financed activities are identified prior to a final decision to proceed and that appropriate environmental safeguards are adopted for all activities. Contractor environmental compliance obligations under these regulations and procedures are specified in the following paragraphs of this Contract.

1b) In addition, the Contractor must comply with host country environmental regulations unless otherwise directed in writing by USAID. In case of conflict between host country and USAID regulations, the latter shall govern.

1c) No activity funded under this contract will be implemented unless an environmental threshold determination, as defined by 22 CFR 216, has been reached for that activity, as documented in a Request for Categorical Exclusion (RCE), Initial Environmental Examination (IEE), or Environmental Assessment (EA) duly signed by the Bureau Environmental Officer (BEO). (Hereinafter, such documents are described as "approved Regulation 216 environmental documentation.")

2) An Initial Environmental Examination (IEE) # OAPA-13-MAR-AFG-0028, together with Amendment 1 (OAPA-12-JUL-AFG-0050), Amendment 2 (OAPA-13-APR-AFG-0037), Amendment 3 (OAPA-14-FEB-AFG-0025), Amendment 4 (OAPA-14-JUL-AFG-0052) and Amendment 6 (OAPA-15-OCT-AFG-0001) [See attachment J. 12] has been approved for the Power Expansion, Transmission and Connectivity Project funding this contract. The IEE covers activities expected to be implemented under this contract. USAID has determined that a Negative Determination with conditions applies to one or more of the proposed activities. This indicates that if these activities are implemented subject to the specified conditions, they are expected to have no significant adverse effect on the environment. The Contractor must be responsible for implementing all IEE conditions pertaining to activities to be funded under this award.

3) Reserved

4a) As part of its initial Work Plan, and all Annual Work Plans thereafter, the Contractor, in collaboration with the USAID COR and Mission Environmental Officer or Bureau Environmental Officer, as appropriate, shall review all ongoing and planned activities under this contract to determine if they are within the scope of the approved Regulation 216 environmental documentation.

4b) If the Contractor plans any new activities outside the scope of the approved Regulation 216 environmental documentation, it shall prepare an amendment to the documentation for USAID review and approval. No such new activities shall be undertaken prior to receiving written USAID approval of environmental documentation amendments.

4c) Any ongoing activities found to be outside the scope of the approved Regulation 216 environmental documentation shall be halted until an amendment to the documentation is submitted and written approval is received from USAID.

5a) Unless the approved Regulation 216 documentation contains a complete environmental mitigation and monitoring plan (EMMP) or a project mitigation and monitoring (M&M) plan, the Contractor shall prepare an EMMP or M&M Plan describing how the Contractor will, in specific terms, implement all IEE and/or EA conditions that apply to proposed project activities within the scope of the award. The EMMP or M&M Plan shall include monitoring the implementation of the conditions and their effectiveness.

5b) Integrate a completed EMMP or M&M Plan into the initial work plan.

5c) Integrate an EMMP or M&M Plan into subsequent Annual Work Plans, making any necessary adjustments to activity implementation in order to minimize adverse impacts to the environment.

H.22 IMPLEMENTATION OF EXECUTIVE ORDER 13224 ON TERRORISM FINANCING (AUGUST 2016)

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

H.23 COMPLIANCE WITH ADS 206 PROHIBITION OF ASSISTANCE TO DRUG TRAFFICKERS (DECEMBER 2016)

USAID reserves the right to terminate this contract, to demand a refund or take other appropriate measures, if the Contractor or a key individual of the Contractor has been convicted of a narcotics offense or has been engaged in drug trafficking as defined in 22 CFR Part 140. This clause must be included in all subcontracts issued under this contract.

H.24 NONEXPENDABLE PROPERTY PURCHASES (APRIL 2017) (COMPLIANCE WITH ADS 302.3.6.6)

1) The Contractor is hereby authorized to purchase the equipment and/or resources as identified in the approved budget. All purchases shall be in accordance with the terms and conditions outlined in AIDAR 752.245-70 and FAR 52.245.

2) The Contractor shall request CO approval for purchase of nonexpendable property as defined that is not identified in the approved budget as required by CIB 92.25. The Contractor shall submit for approval, annually, a list along with justification for each NXP being proposed that is outside of the approved budget.

3) Contractor may also be required to obtain CO approval for other types of purchases as required by other U.S. Government regulations and policies (i.e. Restricted Goods, etc.) outlined in the contract.

4) “Title To and Care of Property” for government furnished property is in accordance with AIDAR 752.245-71).

5) Any Contractor request to purchase additional non-expendable property after award should include an explanation and appropriate justification.

H.25 USAID/AFGHANISTAN COMPLIANCE WITH EXECUTIVE ORDER 13559 FACILITIES USED FOR RELIGIOUS ACTIVITIES (FEBRUARY 2016)

Unless otherwise authorized in writing by the Contracting Officer, the Contractor must not use funds for any work related to facilities of any type where the intended use of such a facility is for explicitly religious activities. In cases where work addressed by this provision is authorized by the Contracting Officer, such authorization will be limited and explicit. The Contractor shall insert this clause in its entirety in all subcontracts.

H.26 USAID/AFGHANISTAN COMPLIANCE WITH SECTION 508 OF THE REHABILITATION ACT OF 1973, AS AMENDED (AUGUST 2016)

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

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

H.27 USAID/AFGHANISTAN FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES (AUGUST 2016)

Not Applicable.

H.28 COMPLIANCE WITH ADS 252 & 253 - TRAINING AND RESULTS AND INFORMATION NETWORK (TRAINET) (AUGUST 2016)

Not Applicable.

H.29 ARCHITECTURE/ENGINEERING AND CONSTRUCTION CLAUSES (AUGUST 2016)

This contract contains Architecture/Engineering (A/E) clauses that pertain when the Contractor is designing projects or preparing construction or design-build solicitations for bids for subcontractors. If/when such work is sub-contracted; the Contractor shall include applicable A/E clauses in its subcontracts.

H.30 SUBMITTALS, SHOP DRAWINGS, AND AS-BUILTS

- a. The Contractor is responsible for preparation of all shop drawings, submittals, and as-builts as required. Submittals shall be approved by the COR.
- b. The Contractor shall develop submittals and shall provide these submittals to the Contracting Officer's Representative (COR) for review and approval no later than fifteen (15) calendar days after award of the contract. In the event any of the submittals are disapproved by the COR, the Contractor shall revise the disapproved submittal to address all comments and resubmit to the COR within seven (7) days of receipt of comments. Initial Contract submittals shall include but are not limited to Safety Plan, and Quality Control Plan.
- c. The Contractor shall update contract submittals and provide to the CO and/or COR, whichever is applicable, for review and approval whenever changes occur or are proposed. All submittals shall be prepared in accordance with the FAR 52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION.

H.31 SAFETY

- a. Safety shall be the sole responsibility of the Contractor. The Contractor shall comply with the provisions of the Contract Clauses, "ACCIDENT PREVENTION" (FAR 52.236-13); Specification Section 01 35 26 and 01 35 26.10, and the latest EM 385-1-1 US Army Corps of Engineers Safety and Health Requirements Manual. In addition, the Contractor shall comply with host nation safety requirements. You may access this manual at the following internet website:
<http://www.usace.army.mil/CESO/Pages/Home.aspx>

- b. The Contractor shall submit a Safety Plan to describe procedures and plans for preventing accidents and for preserving the life and health of the public, the Contractor, or Government personnel performing, or in any way coming in contact with the performance of this contract.
- c. The Contractor's Safety Plan shall comply with the latest EM 385-1-1. Appendix A of the U.S. Army Corps of Engineers Safety and Health Requirements Manual and Contract Clause titled "ACCIDENT PREVENTION" (FAR 52.236-13). The plan, at a minimum, shall address responsibilities and procedures that all prime and sub-Contractor personnel shall follow in the areas of fire safety, protective clothing, protective equipment, disposal of waste and contaminated oil, and use electric welders, power equipment, and any other systems necessary to protect the employee.
- d. Regularly scheduled safety meetings shall be held by the Contractor on site for all of the Contractor's supervisors on the project to review past activities, plan for new or changed operations and establish safe working procedures for anticipated hazards. At least one (1) tool box safety meeting shall be conducted weekly by the line supervisor or foreman for all workers. Documentation of safety meetings and attendance shall be submitted to the Government.

H.32 CONTRACTOR'S RESPONSIBILITY

- a. The contractor shall be held responsible for any and all damages attributed to the actions of the Contractor or its subcontractors outside the limits of construction, including drainage structure, electrical or telephone facilities, pavement and other facilities.
- b. When required, the Contractor shall lay out their work from Government established base lines and/or bench marks as indicated. The Contractor shall furnish at their own expense all stakes, templates, platforms, equipment, tools, material, and labor required to lay out any part of the work. The Contractor shall be responsible for executing the work to the lines and grades.
- c. The Contractor shall erect and maintain temporary barricades, if required, to limit public access to hazardous areas. Barricades shall be required whenever safe public access to paved areas such as roads, parking areas or sidewalks is prevented by construction activities or as otherwise necessary to ensure the safety of both pedestrian and vehicular traffic. Barricades shall be securely placed, clearly visible with adequate illumination to provide sufficient visual warning of the hazard during both day and night.
- d. The Contractor shall be responsible for the security of their equipment.
- e. Construction debris, waste materials, packaging material and the like shall be removed from the work site daily. Any dirt or mud which is tracked onto paved or surfaced roadways shall be cleaned away. Materials resulting from demolition activities which are salvageable shall become the property of the contractor unless otherwise stated in the contract. Stored material, whether new or salvaged, shall be neatly stacked.
- f. All debris shall be removed and the area restored to its original condition, including top soil and seeding if necessary.

H.33 CLOSE OUT

All shop drawings, if required, warranties, extended warranties, test records, inspection certifications, and manufacturer certificates shall be provided to the Contracting Officer. The Contractor shall certify in writing that upon completion of the work and cleanup of the work areas that the site is environmentally clean with no Hazardous, Toxic and Radioactive Wastes (HTRW) contaminants resulting from the Contractor's operation.

H. 34 PERFORMANCE OF THE CONTRACT

In performance of work under this contract, the Contractor shall:

- a. At the end of each work week, provide the Contracting Officer's Representative (COR) or authorized representative with a work schedule for the next week complete with an Activity Hazard Analysis (AHA), listing the site locations to be worked and the required trades for the following week. The Contracting Officer's Representative shall be notified immediately if revisions are necessary during the work week.
- b. Arrange with the COR or authorized representative a sequence of procedures, means of access, space for storage or materials and equipment, use of approaches, corridors, and stairways. Since space for storage is limited in work areas, the majority of storage must be outside or at the Contractor's assigned area. Only materials to be used for work under this contract may be stored at the assigned areas.
- c. The buildings and work areas may be occupied during performance of work under this contract. The Contractor shall take particular care in the execution of the work in all computer, mechanical, electrical, and telephone equipment areas. Uninterrupted operations must be maintained in these areas.

H.35 EVALUATION OF CONTRACTOR PERFORMANCE

In accordance with FAR 42.1502, the Contractor's performance will be evaluated on this contract based on its estimated value exceeding the \$700,000 threshold. Interim evaluations must be prepared every 365 calendar days and may be prepared at any time during performance when determined to be in the best interest of the Government.

H.36 COMPLIANCE WITH HOST COUNTRY RULES AND CUSTOMS

The laws of Host Country may prohibit access to certain areas of the country which are under military control. The Contractor shall be responsible for advising the Contracting Officer's Representative of the names of personnel, type, and amounts of equipment, dates and length of time required at the site, and purpose of entering the host country, so that proper clearances may be obtained from the Host Government. It is understood that areas to which rights of entry are provided by the Host Government are to be used only for work carried out under the contract and no destruction or damages shall be caused, except through normal usage, without concurrence of the Host Government. Contractors may have to submit relevant personnel information up to 30 days in advance prior to being granted access by the Host Government to certain locations.

The following items are the sole responsibility of the Contractor to investigate, estimate as to cost, and assume the risk, as normally encountered by Contractors. The Contractor shall be responsible for determining the effect of the following on his own cost of performance of the contract and for including sufficient amount in the contract price:

- Official language and type of accounts required to satisfy the officials of the Local Government.
- Entry and exit visas, residence permits, and residence laws applicable to aliens. This includes any special requirements of the Host Government, including those required by local Labor Offices, which the Contractor may have to fulfill before an application for a regular block of visas will be accepted.
- Passports, health and immunization certificates, and quarantine clearance.
- Compliance with local labor and insurance laws, including payment of employer's share of contribution, collecting balance from employee and paying into insurance funds.
- Strikes, demonstrations and work stoppage.
- Collection through withholding and payment to local Government, of any Host Country income tax on employees subject to tax.
- Arranging to perform work in the Host Country, to import personnel, to employ non-indigenous labor, to receive payments and to remove such funds from the country.
- Operating under local laws, practices, customs and controls, and with local unions, in connection with hiring and firing, mandatory wage scales, vacation pay, severance pay, overtime, holiday pay, 7th day of rest, legal notice or pay in lieu thereof for dismissal of employees, slowdown and curtailed schedules during religious holidays, and ratio of local labor employed in comparison to others.
- Possibility of claims in local bureaus, litigation in local courts, or attachment of local bank accounts.
- Compliance with workmen's compensation laws and contributions into funds. Provisions of necessary medical service for Contractor employees.
- Special license required by the local Government. Including any license or permit required for setting up and operating any manufacturing plant in the Host Country, e.g. concrete batching, precast concrete, concrete blocks, etc.
- Sales within the host country of Contractor-owned materials, and equipment.
- Special licenses for physicians, mechanics, tradesmen, drivers, etc.
- Identification and/or registration with local police of imported personnel.
- Compliance with base access requirements and obtaining base passes for permanent staff, day laborers, motor vehicles, etc.
- Compliance with all customs and import rules, regulations and restrictions, including, but not limited to, local purchase requirements.

[END OF SECTION H]

SECTION I: CONTRACT CLAUSES

I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address (es):
Full text of the FAR clauses is available at <https://www.acquisition.gov/far/> and full text of the AIDAR clauses is available at <http://www.usaid.gov/ads/policy/300/aidar> and <http://www.usaid.gov/ads/policy/300/300>.

I.2 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.

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)		
52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions on Subcontractor Sales to the Government	SEP 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	MAY 2014
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	OCT 2010
52.203-14	Display of Hotline Poster(s)	OCT 2015
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights	APR 2014
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or statements	JAN 2017
52.204-4	Printed or Copied Double-Sided on Post Consumer Fiber Content Paper	MAY 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	OCT 2016
52.204-13	System for Award Management Maintenance	OCT 2016
52.204-22	Alternative Line Item Proposal	JAN 2017
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	OCT 2015
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997

52.216-7	Allowable Cost and Payment <i>Alternate I (FEB 1997)</i>	JUN 2013
52.222-19	Child Labor – Cooperation with Authorities and Remedies	JAN 2018
52.222-21	Prohibition of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEP 2016
52.223-6	Drug-Free Workplace	MAY 2001
52.223-18	Encouraging Contractor Policies to Ban Text Messaging while Driving	AUG 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.228-1	Bid	
52.228-2	Additional Bond Security	OCT 1997
52.228-3	Workers' Compensation Insurance (Defense Base Act)	JUL 2014
52.228-11	Pledges of Assets	JAN 2012
52.228-12	Prospective Subcontractor Requests for Bonds	MAY 2014
52.228-14	Irrevocable Letter of Credit	MAY 2014
52.229-6	Taxes – Foreign Fixed-Price Contracts	FEB 2013
52.232-5	Payments under Fixed-Price Construction Contracts	MAY 2014
52.232-16	Progress Payments	APR 2012
52.232-17	Interest	MAY 2014
52.232-23	Assignment of Claims	MAY 2014
52.232-27	Prompt Payment for Construction Contracts	JAN 2017
52.233-1	Disputes <i>Alternate I (DEC 1991)</i>	MAY 2014
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 Investigation and Conditions Affecting the Work	APR 1984
52.236-4	Physical Data	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	Cleaning 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
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.236-26	Preconstruction Conference	FEB 1995
52.242-13	Bankruptcy	JULY 1995
52.243-4	Changes	JUN 2007
52.244-2	Subcontracts	OCT 2010
52.248-3	Value Engineering -- Construction	OCT 2015

52.249-2	Termination for Convenience of the Government (Fixed-Price)	APR 2012
52.249-10	Default (Fixed-Price Construction)	APR 1984

I.3 FAR 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within **10 calendar days** after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **24 months after notice to proceed**. The time stated for completion shall include final cleanup of the premises.

(End of clause)

I.4 FAR 52.222-50 COMBATING TRAFFICKING IN PERSONS (MAR 2015)

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

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

“Coercion” means—

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

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

“Commercially available off-the-shelf (COTS) item” means--

- (1) Any item of supply (including construction material) that is—
 - (i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);
 - (ii) Sold in substantial quantities in the commercial marketplace; and
 - (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
- (2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

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

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

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

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

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

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

“Severe forms of trafficking in persons” means—

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

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

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

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

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

(b) *Policy.* The United States Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities of this clause. Contractors, contractor employees, and their agents shall not—

- (1) Engage in severe forms of trafficking in persons during the period of performance of the contract;
- (2) Procure commercial sex acts during the period of performance of the contract;
- (3) Use forced labor in the performance of the contract;
- (4) Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;
- (5)
 - (i) Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language accessible to the worker, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant cost to be charged to the employee, and, if applicable, the hazardous nature of the work;
 - (ii) Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place;
- (6) Charge employees recruitment fees;
- (7)
 - (i) Fail to provide return transportation or pay for the cost of return transportation upon the end of employment--
 - (A) For an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a U.S. Government contract or subcontract (for portions of contracts performed outside the United States); or
 - (B) For an employee who is not a United States national and who was brought into the United States for the purpose of working on a U.S. Government contract or subcontract, if the payment of such costs is required under existing temporary worker programs or pursuant to a written agreement with the employee (for portions of contracts performed inside the United States); except that--
 - (ii) The requirements of paragraphs (b)(7)(i) of this clause shall not apply to an employee who is--

(A) Legally permitted to remain in the country of employment and who chooses to do so; or

(B) Exempted by an authorized official of the contracting agency from the requirement to provide return transportation or pay for the cost of return transportation;

(iii) The requirements of paragraph (b)(7)(i) of this clause are modified for a victim of trafficking in persons who is seeking victim services or legal redress in the country of employment, or for a witness in an enforcement action related to trafficking in persons. The contractor shall provide the return transportation or pay the cost of return transportation in a way that does not obstruct the victim services, legal redress, or witness activity. For example, the contractor shall not only offer return transportation to a witness at a time when the witness is still needed to testify. This paragraph does not apply when the exemptions at paragraph (b)(7)(ii) of this clause apply.

(8) Provide or arrange housing that fails to meet the host country housing and safety standards; or

(9) If required by law or contract, fail to provide an employment contract, recruitment agreement, or other required work document in writing. Such written work document shall be in a language the employee understands. If the employee must relocate to perform the work, the work document shall be provided to the employee at least five days prior to the employee relocating. The employee's work document shall include, but is not limited to, details about work description, wages, prohibition on charging recruitment fees, work location(s), living accommodations and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.

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

(1) Notify its employees and agents of—

(i) The United States Government's policy prohibiting trafficking in persons, described in paragraph (b) of this clause; and

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

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

(d) *Notification.*

(1) The Contractor shall inform the Contracting Officer and the agency Inspector General immediately of—

(i) Any credible information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates the policy in paragraph (b) of this clause (see also 18 U.S.C. 1351, Fraud in Foreign Labor Contracting, and 52.203-13(b)(3)(i)(A), if that clause is included in the solicitation or contract, which requires disclosure to the agency Office of the Inspector General when the Contractor has credible evidence of fraud); and

(ii) Any actions taken against a Contractor employee, subcontractor, subcontractor employee, or their agent pursuant to this clause.

(2) If the allegation may be associated with more than one contract, the Contractor shall inform the contracting officer for the contract with the highest dollar value.

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

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

(2) Requiring the Contractor to terminate a subcontract;

(3) Suspension of contract payments until the Contractor has taken appropriate remedial action;

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

(5) Declining to exercise available options under the contract;

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

(7) Suspension or debarment.

(f) *Mitigating and aggravating factors*. When determining remedies, the Contracting Officer may consider the following:

(1) *Mitigating factors*. The Contractor had a Trafficking in Persons compliance plan or an awareness program at the time of the violation, was in compliance with the plan, and has taken appropriate remedial actions for the violation, that may include reparation to victims for such violations.

(2) Aggravating factors. The Contractor failed to abate an alleged violation or enforce the requirements of a compliance plan, when directed by the Contracting Officer to do so.

(g) *Full cooperation.*

(1) The Contractor shall, at a minimum—

- (i) Disclose to the agency Inspector General information sufficient to identify the nature and extent of an offense and the individuals responsible for the conduct;
- (ii) Provide timely and complete responses to Government auditors' and investigators' requests for documents;
- (iii) Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other responsible Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 (22 U.S.C. chapter 78), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor; and
- (iv) Protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited, and shall not prevent or hinder the ability of these employees from cooperating fully with Government authorities.

(2) The requirement for full cooperation does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not—

- (i) Require the Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine;
- (ii) Require any officer, director, owner, employee, or agent of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; or
- (iii) Restrict the Contractor from—
 - (A) Conducting an internal investigation; or
 - (B) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

(h) *Compliance plan.*

(1) This paragraph (h) applies to any portion of the contract that—

- (i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and
- (ii) Has an estimated value that exceeds \$500,000.

(2) The Contractor shall maintain a compliance plan during the performance of the contract that is appropriate—

- (i) To the size and complexity of the contract; and
- (ii) To the nature and scope of the activities to be performed for the Government, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons.

(3) *Minimum requirements.* The compliance plan must include, at a minimum, the following:

- (i) An awareness program to inform contractor employees about the Government's policy prohibiting trafficking-related activities described in paragraph (b) of this clause, the activities prohibited, and the actions that will be taken against the employee for violations. Additional information about Trafficking in Persons and examples of awareness programs can be found at the Web site for the Department of State's Office to Monitor and Combat Trafficking in Persons at <http://www.state.gov/j/tip/>.
- (ii) A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees the hotline phone number of the Global Human Trafficking Hotline at 1-844-888-FREE and its email address at help@befree.org.
- (iii) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employee, and ensures that wages meet applicable host-country legal requirements or explains any variance.
- (iv) A housing plan, if the Contractor or subcontractor intends to provide or arrange housing, that ensures that the housing meets host-country housing and safety standards.
- (v) Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (b) of this clause) and to monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities.

(4) *Posting.*

- (i) The Contractor shall post the relevant contents of the compliance plan, no later than the initiation of contract performance, at the workplace (unless the work is to be performed in the field or not in a fixed location) and on the Contractor's Web site (if one is maintained). If posting at the workplace or on the Web site is impracticable, the Contractor shall provide the relevant contents of the compliance plan to each worker in writing.

(ii) The Contractor shall provide the compliance plan to the Contracting Officer upon request.

(5) *Certification.* Annually after receiving an award, the Contractor shall submit a certification to the Contracting Officer that—

(i) It has implemented a compliance plan to prevent any prohibited activities identified at paragraph (b) of this clause and to monitor, detect, and terminate any agent, subcontract or subcontractor employee engaging in prohibited activities; and

(ii) After having conducted due diligence, either—

(A) To the best of the Contractor's knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in any such activities; or

(B) If abuses relating to any of the prohibited activities identified in paragraph (b) of this clause have been found, the Contractor or subcontractor has taken the appropriate remedial and referral actions.

(i) *Subcontracts.*

(1) The Contractor shall include the substance of this clause, including this paragraph (i), in all subcontracts and in all contracts with agents. The requirements in paragraph (h) of this clause apply only to any portion of the subcontract that—

(A) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(B) Has an estimated value that exceeds \$500,000.

(2) If any subcontractor is required by this clause to submit a certification, the Contractor shall require submission prior to the award of the subcontract and annually thereafter. The certification shall cover the items in paragraph (h)(5) of this clause.

(End of clause)

I.5 FAR 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 reasonable 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 or Mission or the Combatant Commander; however, only the Contracting Officer is authorized to modify the terms and conditions of the contract.

(e) Preliminary personnel requirements.

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

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

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

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

- (i) If this contract is with the Department of Defense, or the contract relates to supporting the mission of the Department of Defense outside the United States, such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the

United States, may potentially be subject to the criminal jurisdiction of the United States (see the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3261 et seq.);

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

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

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

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

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

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

(g) Personnel data.

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

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

(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 weapons by Contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.
- (j) Vehicle or equipment licenses. Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the area of performance.
- (k) Military clothing and protective equipment.
 - (1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized by the Combatant Commander. If authorized to wear military clothing, Contractor personnel must wear distinctive patches, armbands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures.
 - (2) Contractor personnel may wear specific items required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.
- (l) Evacuation.
 - (1) If the Chief of Mission or Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide to United States and third country national Contractor personnel the level of assistance provided to private United States citizens.
 - (2) In the event of a non-mandatory evacuation order, the Contractor shall maintain personnel on location sufficient to meet contractual obligations unless instructed to evacuate by the Contracting Officer.
- (m) Personnel recovery.
 - (1) In the case of isolated, missing, detained, captured or abducted Contractor personnel, the Government will assist in personnel recovery actions.
 - (2) Personnel recovery may occur through military action, action by non-governmental organizations, other Government-approved action, diplomatic initiatives, or through any combination of these options.
 - (3) The Department of Defense has primary responsibility for recovering DoD contract service employees and, when requested, will provide personnel recovery support to other agencies in accordance with DoD Directive 2310.2, Personnel Recovery.
- (n) Notification and return of personal effects.

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

- (i) Dies;
- (ii) Requires evacuation due to an injury; or
- (iii) Is isolated, missing, detained, captured, or abducted.

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

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

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

(2)

(i) If this contract was awarded by an agency other than DoD, the Contractor is responsible for the return of the remains 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

(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.6 52.228-15 PERFORMANCE AND PAYMENT BONDS—CONSTRUCTION (OCT 2010)

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

“Original contract price” means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for

the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

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

(1) *Performance bonds (Standard Form 25).* The penal amount of performance bonds at the time of contract award shall be 10 percent (10%) of the original contract price.

(2) *Payment Bonds (Standard Form 25-A).* The penal amount of payment bonds at the time of contract award shall be 100 percent (100%) of the original contract price.

(3) Additional bond protection.

(i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 10 percent (10%) of the increase in contract price.

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

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

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

Treasury Circular 570 is published in the Federal Register or Department of Treasury, Financial Management Service, Surety Bond Branch, 3700 East West Highway, Room 6F01, Hyattsville, MD 20782, or via the internet at <http://www.fms.treas.gov/c570/c570.html>.

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

I.7 AIDAR 752.222-70 USAID DISABILITY POLICY (DEC 2004)

(a) The objectives of the USAID Disability Policy are:

(1) To enhance the attainment of United States foreign assistance program goals by promoting the participation and equalization of opportunities of individuals with disabilities in USAID policy, country and sector strategies, activity designs and implementation;

(2) To increase awareness of issues of people with disabilities both within USAID programs and in host countries;

(3) To engage other U.S. Government agencies, host country counterparts, governments, implementing organizations and other donors in fostering a climate of nondiscrimination against people with disabilities; and

(4) To support international advocacy for people with disabilities. The full text of USAID's policy can be found at the following Web site:http://pdf.usaid.gov/pdf_docs/PDABQ631.pdf.

(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.

(End of clause)

I.8 AIDAR 752.222-71 NONDISCRIMINATION (JUNE 2012)

FAR part 22 and the clauses prescribed in that part prohibit contractors performing in or recruiting from the U.S. from engaging in certain discriminatory practices.

USAID is committed to achieving and maintaining a diverse and representative workforce and a workplace free of discrimination. Based on law, Executive Order, and Agency policy, USAID prohibits discrimination in its own workplace on the basis of race, color, religion, sex (including pregnancy and gender identity), national origin, disability, age, veteran's status, sexual orientation, genetic information, marital status, parental status, political affiliation, and any other conduct that does not adversely affect the performance of the employee. USAID does not tolerate any type of discrimination (in any form, including harassment) of any employee or applicant for employment on any of the above-described bases.

Contractors are required to comply with the nondiscrimination requirements of the FAR. In addition, the Agency strongly encourages all its contractors (at all tiers) to develop and enforce nondiscrimination policies consistent with USAID's approach to workplace nondiscrimination as described in this clause, subject to applicable law.

(End of clause)

I.9 AIDAR 752.229-71 REPORTING OF FOREIGN TAXES (JULY 2007)

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

(b) Contents of report. The report must contain:

(1) Contractor name.

(2) Contact name with phone, fax number and email address.

(3) Contract number(s).

(4) Amount of foreign taxes assessed by a foreign government [each foreign government must be listed separately] on commodity purchase transactions valued at \$500 or more financed with U.S. foreign assistance funds under this agreement during the prior U.S. fiscal year.

(5) Only foreign taxes assessed by the foreign government in the country receiving U.S. assistance are to be reported. Foreign taxes by a third party foreign government are not to be reported. For example, if a Contractor performing in Lesotho using foreign assistance funds should purchase commodities in South Africa, any taxes imposed by South Africa would not be included in the report for Lesotho (or South Africa).

(6) Any reimbursements received by the Contractor during the period in paragraph (b)(4) of this clause regardless of when the foreign tax was assessed and any reimbursements on the taxes reported in paragraph (b)(4) of this clause received through March 31.

(7) Report is required even if the Contractor did not pay any taxes during the reporting period.

(8) Cumulative reports may be provided if the Contractor is implementing more than one program in a foreign country.

(c) Definitions. As used in this clause -

(1) Agreement includes USAID direct and country contracts, grants, cooperative agreements and interagency agreements.

(2) Commodity means any material, article, supply, goods, or equipment.

(3) Foreign government includes any foreign governmental entity.

(4) Foreign taxes means value-added taxes and customs duties assessed by a foreign government on a commodity. It does not include foreign sales taxes.

(d) Where. Submit the reports to:

USAID/Afghanistan
Great Massoud Road
Kabul, Afghanistan

Email Address: KBLAIDFAST@usaid.gov

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

(f) For further information see <http://2001-2009.state.gov/s/d/rm/c10443.htm>.

(End of clause)

I.10 752.7036 USAID IMPLEMENTING PARTNER NOTICES (IPN) PORTAL FOR ACQUISITION (JULY 2014)

(a) Definitions. As used in this clause -

“Universal” bilateral modification means a bilateral modification, as defined in FAR subpart 43.1, that updates or incorporates new FAR or AIDAR clauses, other terms and conditions, or special requirements, affecting all USAID awards or a class of awards, as specified in the Agency notification of such modification.

USAID Implementing Partner Notices (IPN) Portal for Acquisition (IPN Portal) means the single point where USAID uploads universal bilateral modifications, which can be accessed electronically by registered USAID Contractors. The IPN Portal is located at <https://sites.google.com/site/usaaidipnforacquisitions/>.

IPN Portal Administrator means the USAID official designated by the M/OAA Director, who has overall responsibility for managing the USAID Implementing Partner Notices Portal for Acquisition.

(b) By submission of an offer and execution of a contract, the Contractor acknowledges the requirement to:

- (1) Register with the IPN Portal if awarded a contract resulting from this solicitation; and
- (2) Receive universal bilateral modifications of this contract and general notices through the IPN Portal.

(c) Procedure to register for notifications.

Go to: <https://sites.google.com/site/usaaidipnforacquisitions/> and click the “Register” button at the top of the page. Contractor representatives must use their official organization email address when subscribing, not personal email addresses.

(d) Processing of IPN portal modifications.

(1) The Contractor may access the IPN Portal at any time to review all IPN Portal modifications; however, the system will also notify the Contractor by email when the USAID IPN Portal Administrator uploads a universal bilateral modification for Contractor review and signature. Proposed IPN Portal modifications distributed through the IPN Portal are applicable to all awards, unless otherwise noted in the proposed modification.

(2) Within 15 calendar days from receipt of the notification email from the IPN Portal, the Contractor must do one of the following:

- (i)
 - (A) Verify applicability of the proposed modification to their award(s) per the instructions provided with each modification;
 - (B) Download the modification and incorporate the following information on the SF30 form: contract number, organization name, and organization mailing address as it appears in the basic award;
 - (C) Sign the hardcopy version; and

(D) Send the signed modification (by email or hardcopy) to the contracting officer for signature;

Note to paragraph (d)(2)(i): The Contractor must not incorporate any other changes to the

IPN Portal modification.

(ii) Notify the Contracting Officer in writing if the modification requires negotiation of the additional changes to terms and conditions of the contract; or

(iii) Notify the contracting officer that the Contractor declines to sign the modification.

(3) Within 30 calendar days of receipt of a signed modification from the Contractor, the contracting officer must provide the fully executed modification to the Contractor or initiate discussions with the Contractor. Bilateral modifications provided through the IPN Portal are not effective until both the Contractor and the contracting officer sign the modification.

(End of clause)

I.11 AIDAR 752.7013 CONTRACTOR-MISSION RELATIONSHIPS (JUNE 2018).

(a) The Contractor acknowledges that this contract is an important part of the United States Foreign Assistance Program and agrees that its operations and those of its employees in the Cooperating Country will be carried out in such a manner as to be fully commensurate with the responsibility which this entails. This responsibility includes the Contractor ensuring that employees act in a manner consistent with the standards for United Nations (UN) employees in Section 3 of the UN Secretary-General's Bulletin - Special Measures for Protection from Sexual Exploitation and Sexual Abuse (ST/SGB/2003/13).

(b) The Mission Director is the chief representative of USAID in the Cooperating Country. In this capacity, the Mission Director is responsible for both the total USAID program in the cooperating country including certain administrative responsibilities set forth in this contract, and for advising USAID regarding the performance of the work under the contract and its effect on the United States Foreign Assistance Program. Although the Contractor will be responsible for all professional, technical, and administrative details of the work called for by the contract, it must be under the guidance of the Mission Director in matters relating to foreign policy. The Chief of Party must keep the Mission Director currently informed of the progress of the work under the contract.

(c) If the Contractor determines that the conduct of any employee is not in accordance with the preceding paragraphs, the Contractor's Chief of Party must consult with the USAID contracting officer and the Mission Director and the employee involved and must recommend to the Contractor a course of action with regard to such employee.

(d) The parties recognize the rights of the U.S. Ambassador to direct the removal from a country of any U.S. citizen or the discharge from this contract of any individual (U.S., third-country, or cooperating-country national) when, at the discretion of the Ambassador, the interests of the United States so require. Under these circumstances termination of an employee and replacement by an acceptable substitute must be at no cost to USAID.

(e) If it is determined, under paragraphs (c) and (d) above, that the services of such employee must be terminated, the Contractor must use its best efforts to cause the return of such employee to the United States or third country point of origin as appropriate.

[The following paragraph (f) is applicable if the contract is with an educational institution:]

(f) It is understood by the parties that the Contractor's responsibilities must not be restrictive of academic freedom. Notwithstanding these academic freedoms, the Contractor's employees, while in the Cooperating Country, are expected to show respect for its conventions, customs, and institutions, to abide by applicable laws and regulations, and not to interfere in its internal political affairs.

[END OF SECTION I]

PART III- LIST OF DOCUMENTS, EXHIBITS, & OTHER ATTACHMENTS

SECTION J: LIST OF ATTACHMENTS

The Offerors shall consider all the attachments in section J, as included in the contract with full force and shall be dealt with as the contract clauses and other contract requirements.

Attachment J.1 – Environmental Compliance Documents

Attachment J.2 – Mission Order on National Security Screening (Vetting)

Attachment J.3 – Partner Information Form (PIF) for Vetting

Attachment J.4 – Security Plan Guidance

Attachment J.5 – SF-LLL Disclosure of Lobbying Activities

This form can be found at <http://www.usaid.gov/sites/default/files/sflllin.pdf>

Attachment J.6– Registration and Tax Exemptions in Afghanistan Guidance

Attachment J.7– Specifications for Key Personnel

Attachment J.8 – Experience Overview

Attachment J.9- Experience Information Sheet

Attachment J.10 – Past Performance Questionnaire

Attachment J.11– Letter of Commitment Sample

Attachment J. 12- Initial Environmental Evaluation

[END OF SECTION J]

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)" in Section K of this solicitation. See <http://acquisition.gov/far/index.html> for electronic access to the full text of a FAR clause.

NUMBER	TITLE	DATE
FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)		
52.203-2	Certificate of Independent Price Determination	APR 1985
52.204-19	Incorporation by Reference of Representations and Certifications	DEC 2014
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations--Representation	NOV 2015
52.222-38	Compliance with Veterans' Employment Reporting Requirements	FEB 2016
52.222-56	Certification Regarding Trafficking in Persons Compliance Plan	MAR 2015
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran —Representation and Certifications	OCT 2015
52.236-28	Preparation of Proposals – Construction	OCT 1997
52.237-8	Restriction on Severance Payments to Foreign Nationals	AUG 2003

K.2 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)

(a) Definitions. As used in this provision-- "Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8). The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12).

(b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.

(c) Certification. The Offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person 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 on its behalf in connection with the awarding of this contract.

(d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the Offeror with respect to this contract, the Offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants (**Attachment J.5**). The Offeror need not report regularly employed officers or employees of the Offeror to whom payments of reasonable compensation were made.

(e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of Provision)

K.3 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (NOV 2017)

(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 NAICS code].

(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 provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the Offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (d) applies.

☐ (ii) Paragraph (d) does not apply and the Offeror has completed the individual representations and certifications in the solicitation.

(c)

(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

- (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
 - (C) The solicitation is for utility services for which rates are set by law or regulation.
- (ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.
- (iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements—Representation. This provision applies to all solicitations.
- (iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.
- (v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—
- (A) Are not set aside for small business concerns;
 - (B) Exceed the simplified acquisition threshold; and
 - (C) Are for contracts that will be performed in the United States or its outlying areas.
- (vi) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation.
- (vii) 52.209-5; Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (viii) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.
- (ix) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (x) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (xi) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
 - (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (xii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xiii) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xiv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xv) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xvi) 52.223-1, Bio-based Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Bio-based Products under Service and Construction Contracts.

(xvii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.

(xviii) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals—Representation. This provision applies to solicitations that include the clause at 52.204-7.

(xix) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xx) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225- 3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$77,533, the provision with its Alternate II applies.

(D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.

(xxi) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xxii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan-- Certification. This provision applies to all solicitations.

(xxiii) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification. This provision applies to all solicitations.

(xxiv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

___ (i) 52.204-17, Ownership or Control of Offeror.

___ (ii) 52.204-20, Predecessor of Offeror.

___ (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

___ (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-- Certification.

___ (v) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.

___ (vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

___ (vii) 52.227-6, Royalty Information.

___ (A) Basic.

___ (B) Alternate I.

___ (viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The Offeror has completed the annual representations and certifications electronically via the SAM Web site accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision 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 SAM.

(End of Provision)

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

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

K.5 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.: _____

DUNS 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 FAR 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): USAID: www.usaid.gov; FAR: <http://acquisition.gov/far/index.html>; AIDAR: https://www.usaid.gov/sites/default/files/documents/1868/aidar_0.pdf

NUMBER	TITLE	DATE
52.204-7	System for Award Management	OCT 2016
52.204-16	Commercial and Government Entity Code Reporting	JUL 2015
52.204-18	Commercial and Government Entity Code Maintenance	JUL 2015
52.214-34	Submission of Offers in the English Language	APR 1991
52.214-35	Submission of Offers in U.S. Currency	APR 1991
52.215-1	Instructions to Offerors-Competitive Acquisition	JAN 2017
52.215-16	Facilities Capital Cost of Money	JUNE 2003
52.222-56	Certification Regarding Trafficking in Persons Compliance Plan	MAR 2015
52.237-1	Site Visit	APR 1984

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

The Government contemplates award of a Firm Fixed Price (FFP) construction contract resulting from this solicitation.

L.3 FAR 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 Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Mailing Address:

George Boateng
Contracting Officer
USAID
6180 Kabul, Place
Dulles, VA 20189

Hand-Carried Address:

George Boateng
Contracting Officer
USAID/OAA
Great Masood Road
Kabul, Afghanistan

Electronic Address:

George Boateng

Contracting Officer

E-mail: gboateng@usaid.gov

REF: Solicitation No. 72030618R00011, USAID/Afghanistan Southeast Power System (SEPS) Completion II and the Northeast Power System (NEPS) - Southeast Power System (SEPS) Connector

(b) The copy of any protest must be received in the office designated above within one day of filing a protest with the GAO. A copy of the protest shall also be sent to GC/LE, Attn: William Buckhold, Fax: (202) 216-3058.

L.4 FAR 52.236-27 -- SITE VISIT (CONSTRUCTION) (FEB 1995)

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

(b) Site visits may be arranged prior to the submission date, during normal duty hours by contacting:

[Information will be provided in Phase II]

L.5 GENERAL INSTRUCTIONS FOR SUBMISSION OF PROPOSALS

This is a Two Phase Design Build solicitation in accordance with FAR 36.3, Two-Phase Design Build Selection Procedures.

1. In Phase I, interested Offerors will submit performance capability proposals for review and consideration. Instructions for submission for Phase I can be found in this section under PROPOSAL SUBMISSION REQUIREMENTS PHASE I .
 - The Government will evaluate the proposals in accordance with the criteria described herein in order to select the Most Highly Rated Offerors to advance to Phase II.
 - Per FAR 36.303-1(a)(4) not more than five offerors are allowed to advance to Phase II of the competition without Head of Contracting Agency approval.
2. For Phase II, detailed plans and specifications for the project will be provided, via an amendment to the solicitation, to only the Offerors advanced from Phase I.
 - The Offerors' Phase II proposals will be evaluated per the criteria described to be provided in the amendment.

The requirements for the preparation and submission of proposals and the requirements for the evaluation of proposals in response to this solicitation are contained in the solicitation. Subject to the provisions contained herein, the award will be made to one Offeror. In accordance with FAR 36.303-

1(a)(4), not more than five offerors are allowed to compete in Phase II of the competition without prior approval from the Head of the Contracting Agency.

The Contracting Officer will award a Firm-Fixed-Price contract to the responsible offeror whom the Source Selection Authority determines conforms to the solicitation, is fair and reasonable, and offers the best overall value to the Government, all factors considered. The Government reserves the right to accept other than the lowest priced offer or to reject all offers. This source selection approach, called Best-Value Tradeoff, includes an evaluation of six (6) factors: Specialized Experience, Past Performance, Management Plan, Schedule, Design and Construction Approach and Price.

The awarded contract will incorporate the successful offeror's proposal to the extent it does not conflict with the solicitation requirements.

*****REQUIRED REGISTRATIONS*****

Failure to have an active and completed registration in any one of the following databases may determine an offeror ineligible for award and removed from competition. A successful offeror with incomplete or expired registrations at the time of award may not be eligible for a contract. In such instances, the Government will award to the next successful offeror who is eligible for award. The Government reserves the right to determine an offeror non-responsible at any time after receipt of proposal if the offeror is found to be ineligible for installation access in accordance with CENTCOM Clause 5152.225-5916, Mandatory Eligibility for Installation Access.

Information contained within an offeror's registration must be current and valid. The responsibility of maintaining current information contained in an offeror's registration rests solely on the offeror.

- a. System for Award Management (SAM): <http://www.sam.gov/>
- b. Joint Contingency Contracting System (JCCS): <https://www.jccs.gov/>
- c. Still valid Afghan Investment Support Agency (AISA) License will be accepted:
<http://www.aisa.org.af/> or newly acquired Ministry of Commerce and Industries (MOCI)
Entrepreneurial License <http://moci.gov.af/>.

If an offeror is a joint venture (JV), the JV entity must have a valid registration representing the JV as one business/firm/entity. This is applicable to SAM, JCCS, and AISA and MOCI. The Government will not accept separate registrations and licenses for each separate entity representing the JV.

An offeror's subcontractors are required to be registered and active in JCCS. In accordance with solicitation condition, Mandatory Eligibility for Installation Access, offerors are required to submit a listing of all proposed subcontractors, at all tiers, to the contracting officer with the submission of their proposal, and provide updates during the life of the contract when subcontractors are added or removed. If no subcontractors are expected to perform during the life of the contract, a bidder must submit a negative response to the contracting officer within its proposal. Subcontractors at every tier are held to the same installation access requirements, as noted above, as prime contractors.

PROPOSAL SUBMISSION

INTRODUCTION: The Offeror's proposal shall be submitted via AMRDEC SAFE. The solicitation shall provide AMRDEC SAFE instructions and receipt date for proposal submittal.

Offerors are cautioned that "parroting" of the Technical requirements or the Statement of Work with a statement of intent to perform does not reflect an understanding of the requirement or capability to perform. Offerors are responsible for including sufficient details to permit a complete and accurate evaluation of each proposal. Proprietary information shall be clearly marked.

3. PROPOSAL SUBMISSION REQUIREMENTS PHASE I

The Government will not make assumptions concerning intent, capabilities, or experiences. Clear identification of proposal details shall be the sole responsibility of the Offeror. The proposal shall meet the following basic requirements:

The proposal shall be typed and submitted in English and easy to read.

- a) The proposal shall be organized, concise, and shall be clearly identified and tabbed. Each factor shall be described in a separate tabbed section.
- b) The proposal shall be identified by the solicitation number, volume number, and name, address, and telephone number of the prime Offeror on the cover.
- c) The proposal shall contain a table of contents and include at the bottom left side of each page the volume and page number.
- d) Offerors shall verify that the information for all forms submitted is current, correct, and complete including name(s) of the point(s) of contact (POCs), email address(es), and telephone number(s), for the three technical factors.
- e) Offerors shall submit a signed Offer, Standard Form (SF) 1442 for this solicitation, including verification of all amendments received.
- f) Proposals shall completely and adequately address the requirements of this solicitation. Offerors are reminded that elaborate corporate marketing information, formatting, special reproduction techniques, etc., are not necessary.
- g) Offerors are cautioned that any noncompliance with the terms and conditions of the RFP may cause their proposal to be determined unacceptable and therefore not eligible for award
- h) Failing to submit attachments or failing to complete the proposal properly may result in rejection of the offer without further evaluation. Therefore, Offerors are urged to follow instructions and submit your questions as specified in the cover letter to the Contracting Officer if instructions are not understood. Questions must be submitted no later than the due date listed on the cover page.

4. PROPOSAL SUBMISSION REQUIREMENTS PHASE II [ONLY FOR THE MOST HIGHLY RATED OFFERORS ADVANCED FROM PHASE I TO PHASE II].

Phase II proposals shall meet the additional following basic requirements:

- a. Volume I: Shall contain information related to the four non-price factors. Offerors shall verify that the information for all forms submitted is current, correct, and complete including name(s) of the point(s) of contact (POCs), email address(es), and telephone number(s), for the each project.
- b. Volume II: Offerors shall submit a signed Offer, Standard Form (SF) 30 for this solicitation, including verification of all amendments received, and Executed Bid Bond (SF-24).

Proposal Expenses and Pre-Contract Costs: The request for proposal (RFP) solicitation does not commit the Government to pay any costs incurred in the preparation and submission of a proposal or for any other costs incurred by any firm submitting a proposal in response to this solicitation.

5. JOINT VENTURE PROPOSAL

If submitting a proposal as a Joint Venture, the experience and past performance of each of the Joint Venture Partners can be submitted for the Joint Venture Entity. The experience for each Joint Venture Partner should be clearly described.

An Offeror that is part of a Joint Venture must submit a legally binding Joint Venture Agreement. The Government will not evaluate the capability of any Offerors that are not included in the Joint Venture agreement. Joint Ventures must include a copy of the legal joint venture agreement signed by an authorized officer from each of the firms comprising the Joint Venture with the chief executive of each entity identified and must be translated into English, if the original agreement is in a language other than English.

If submitting a proposal as a joint venture, the experience and past performance of each of the joint venture partners can be submitted for the joint venture entity. The experience for each joint venture partner will be considered the experience of the joint venture entity. Joint ventures shall submit the following additional documentation regarding their business entities:

- a. A copy of their joint venture agreement in English.
- b. A detailed statement outlining the following in terms of percentages, where appropriate.
 1. The relationship of the joint venture parties in terms of business ownership, capital contribution, and profit distribution or loss sharing. The joint venture agreement must show that joint venture members are jointly and severally liable for any obligations under the contract.

2. The management approach of the joint venture in terms of who will conduct, direct, supervise and control the project and have custody and control of the assets of the joint venture and perform the duties necessary to complete the work.
3. The structure of the joint venture and decision-ranking responsibilities of the joint venture parties in terms of who will control the manner and method of performance of the work.
4. The bonding responsibilities of the joint venture parties.
5. Identification of the key personnel having authority to legally bind the joint venture to subcontracts and state who will provide or contract for the labor and materials for the joint venture.
6. Identification of party maintaining the joint venture bank accounts for the payment of all expenses and the deposits of all receipts, keep the books and records, and pay applicable taxes for the joint venture.
7. Identification of party furnishing the facilities, such as office supplies and telephone service.
8. Identification of party having overall control of the joint venture. Other sections of the proposal shall identify, where appropriate, whether key personnel are employees of the individual joint venture parties and identify the party, or hired as employees of the joint venture. Include this information as a part of Phase I.
9. A complete and legally binding document with all the information required under this section titled "Joint Ventures" shall be included. The JV agreement submitted to the Government shall be the only valid JV agreement for purposes of performance under this contract or any responsibilities of the JV under the contract. Any changes to the JV agreement must be submitted to the Contracting Officer and is subject to approval by the Government prior to execution of the change.

6. MAJOR SUBCONTRACTORS

Offerors must submit letters of commitment signed by proposed MajorSubcontractor (s) AND the prime contractor for all major subcontractor. . The commitment letter shall be submitted even if the firm (s) is in some way related to the prime contractor (for example, the MajorSubcontractor is a subsidiary of the prime contractor, or a subsidiary of a firm to which the prime contractor is also a subsidiary). Include this information as part of Volume I (See Section J, Attachment J.11 Letter of

Commitment). A major subcontractor is one that will perform major or critical aspects of the requirement

PROPOSAL FORMAT

Proposals shall be submitted in the following format:

PHASE I:

Factor 1 – Specialized Experience

Factor 2 – Past Performance

Factor 3 – Management Plan

This volume shall also include the following:

Experience Overview Sheet (see Attachment J.8),

Experience Information Sheet (see Attachment J.9),

Past Performance Questionnaire (see Attachment J.10),

Letter(s) of Commitment for Key Personnel and Major Subcontractors (see Attachments J.11), Joint Venture Agreement (if applicable).

PHASE II Volume 1:

Factor 4 - Schedule

Factor 5 – Design and Construction Approach

PHASE II Volume 2:

Factor 6 - Price

7. AMRDEC SAFE

Proposals shall be submitted utilizing the AMRDEC SAFE Application, <https://safe.amrdec.army.mil/safe>. The AMRDEC SAFE Application is used to send large files to individuals that would normally be too large to send via email. There are no user accounts for SAFE. Authentication is handled via email. Anyone has access to SAFE, and the application is available for use by anyone.

The AMRDEC SAFE application can be accessed via <https://safe.amrdec.army.mil/safe>.

- a. There are two options to proceed from the SAFE homepage:
 - **CAC USERS**
 - **NON CAC USERS - Proceed as Guest - Select this option if you do not have a CAC.**
- b. After selecting one of the options above, the page will be redirected to the package upload form. Fill in all the required input fields:
 - Your Name - Your name;
 - Your Email address - Your email address;

- Confirm Your Email Address - Re-enter your email address;
 - **Description of File(s) - Enter 72030618R00011 COMPANY NAME:**
 - File(s) - Click the "Browse" button to select your file(s). You may add up to 25 files per package, so long as the total file size does not exceed 2GB;
 - File names shall be titled:
 1. Phase I: 72030618R00011 – Company Name
 2. Phase II, Volume 1: 72030618R00011.Vol 1-Company Name
 3. Phase II, Volume 2: 72030618R00011.Vol 2-Company Name
 - Deletion Date - Select the Maximum date for the package to be deleted from SAFE. The maximum (which is also the default) is two weeks (14 days) from today;
 - Provide an email address to give access to – kbloaaoiteam@usaid.gov and TAA-Contracting@usace.army.mil
 - Grant access to these people - This is the list of people you have granted access to the package. To remove a recipient, highlight their name and click the "Remove" button;
 - Caveats - Default is "None";
 - Encrypt email message when possible - Attempt to encrypt the package's notification email to each recipient;
 - Notify me when files are downloaded - You (the sender) will receive a notification via email when a recipient downloads the package;
 - Require CAC for pickup - Require the recipient to be logged in with a valid US DoD-issued CAC to download the file(s). Recipients without a CAC will not be able to download the package.
- c. Clicking the "Submit" button will upload the files and submit the package. Guest users will need to check their email to verify their email address before the recipients will be notified. No additional action is required by CAC users.
- d. After the package has been uploaded (and verified, if proceeding as a guest), each recipient will receive a link to the package download page as well as a password. These passwords are unique for each recipient (not the package), and will be disabled once SAFE detects that the user successfully downloaded each file within the package. Forwarding recipient and sender notification emails to anyone except the AMRDEC WEB Team is strictly forbidden.

Proposal submission shall be submitted via AMRDEC by the date and time indicated on the SF 1442, or as amended. No facsimiles or regular e-mail submissions of proposals, with the exception of Attachment J.10, Past Performance Questionnaires, are permitted:

Proposal Receipt Confirmation Points of Contact:

Mr. George Boateng
Contracting Officer
kbloaaoiteam@usaid.gov

When the word 'Offeror' is encountered throughout this Section, it is intended to mean a company seeking to do business with the Government that submits a proposal in response to this

solicitation. When the word “Government” is encountered throughout this Section, it is intended to mean USAID.

Late Proposals: Any proposal, modification, or revision received by the Government after the exact time specified for receipt of offers is “late” and will 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, and it was received at the initial point of entry to the Government infrastructure not later than 4:00 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. However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

8. ADDITIONAL INFORMATION

The Offeror should not modify the terms and conditions of the solicitation, nor add conditions or qualifications to his proposal based on an assumption or based on his own modification of the terms and/or conditions of the solicitation. Should the Offeror include terms and conditions that conflict with the terms and conditions of the solicitation that Offeror’s proposal may be determined to be ineligible for further evaluation or for award. Any questions related to specific terms and conditions contained within the solicitation should be resolved with the Contracting Officer prior to proposal submission.

References in the Offeror’s proposal to, and examples of “classified” projects or contracts, should not be included in the Offeror’s proposal unless the information is authorized to be viewed or utilized by the Government for review and evaluation. Offerors who include information in their proposals that they do not want disclosed to the public or to anyone without a need-to-know, must clearly mark their proposals in accordance with the instructions at FAR 52.215-1, paragraph (e), Restriction on Disclosure and Use of Data.

An Offeror’s initial proposal should contain the Offeror’s best terms, as discussions may not be conducted with the Offeror.

Electronic proposals submitted via email and AMRDEC are the required methods of proposal transmission and will be the only forms of submission accepted. It is the Offeror’s responsibility to ensure its proposal is received by the Government by the date and time of the proposal deadline. Undeliverable emails due to an Offeror’s proposal size is not the responsibility of the Government.

9. ORAL PRESENTATIONS

Oral Presentations may be required during Phase II.

PHASE I

Factor 1: SPECIALIZED EXPERIENCE (25 Pages not including attachments J.8 and J.9)

Submission Requirements:

PAGE LIMITATIONS: Offerors are limited to 5 pages per project. Pages that exceed the required page limitations will not be evaluated. Additional pages over the maximum allowed will not be evaluated by the Government. There is a limit of twenty-five (25) single spaced typed pages (A4 or letter size), using at a minimum a 12 pitch font, front and back equal two pages. . Margins not smaller than 1” inch on all sides. If more than 25 pages are submitted, only the first 25 pages will be reviewed and evaluated.

For Factor 1- Specialized Experience, Offerors must address recency, relevancy and depth as described in section M.3 DISCUSSIONS and submit two attachments, Attachment J.8, Experience Overview Sheet and Attachment J.9, Experience Information Sheet detailing previous work experience projects meeting the requirements of this solicitation. However, offerors are cautioned to only submit information relevant to Factor 1, Experience.

1. Information for completing Attachment J.8 and Attachment J.9:

a. Offerors shall complete an Experience Overview Sheet, Attachment J.8, with a total listing not-to-exceed five (5) projects that best represent the Offeror’s work experience required on this solicitation. Projects must be performed within the last six (6) years of the solicitation issue date or from the date or at least 80% complete by the Phase I proposal submission due date of this solicitation, If more than five projects are submitted, only the first five projects will be evaluated.

b. Offerors shall provide an Experience Information Sheet, Attachment J.9, for each project listed on Attachment J.8, Experience Overview Sheet. The experience Information sheets must be filled out completely.

2. If a Major Subcontractor’s experience is submitted for evaluation purposes, clearly address the experience with those Major Subcontractors. If a Joint Venture (JV), clearly address the experience of each of the Joint Venture Partners and the relationship of the JV partners on any ongoing or previous projects.

Factor 2: PAST PERFORMANCE

Submission Requirements:

The Past Performance Questionnaire (PPQ), Attachment J.10, included in the solicitation is provided for the Offeror or its team members to submit to the client for each project the Offeror includes in its proposal for Factor 1, Specialized Experience. Ensure correct phone numbers and email addresses are provided for the client point of contact. Completed PPQs should be submitted with your proposal. If the Offeror is unable to obtain a completed PPQ from a client for a project(s) before the proposal closing date, the Offeror should complete and submit with the proposal the first page of the PPQ (Attachment J.10), which will provide contract and client information for the respective project(s).

Offerors should follow-up with clients/references to ensure timely submittal of questionnaires. If the client requests, questionnaires may be submitted directly to the Government's point of contact, via email at kbloaaoiteam@usaid.gov prior to proposal closing date. Offerors shall not incorporate by reference into their proposal PPQs previously submitted for other RFPs. However, this does not preclude the Government from utilizing previously submitted PPQ information in the past performance evaluation.

Factor 3: MANAGEMENT PLAN (50 Pages)

Submission Requirements:

NOTE: Pages that exceed the required page limitations will not be evaluated. Additional pages over the maximum allowed will not be evaluated by the Government.

The Offeror shall submit a graphical description (an organization chart) of its planned organization structure for successful execution of the contract. There is a limit of fifty (50) single spaced typed pages (A4 or letter size), using at a minimum a 12 pitch font, front and back equal two pages. Margins should not be smaller than 1 inch on all sides. If more than 50 pages are submitted, only the first 50 pages will be reviewed and evaluated. The organizational chart shall not be larger than 11x17 paper size. Resumes should not exceed two pages in length for each person.

- Letters of commitment and copies of degrees are not counted towards the page limitation.
- The Organization Chart does not count towards the page limitation.

The Management Approach shall include the following:

- i. ORGANIZATIONAL CHART: An organization chart (graph) that shows;
 - a) lines of authority and communication for the execution of the contract;
 - b) clearly shows the lines of authority of the Offeror's Program Manager, Project Manager, Site Superintendent, and Site Safety and Health Officer (SSHO),
 - c) the organization chart shall also include all JV Partners and Major Subcontractors, when applicable; and
 - d) the chart shall identify all offices involved in this contract from the Offeror's Headquarters to the Offeror's site office(s), and how they are related; positions should be identified on the organization chart by title, and physical location.
- ii. ORGANIZATIONAL CHART NARRATIVE: A narrative description of the organization structure including roles, major responsibilities, and authorities of all JV Partners, Major Subcontractors, and key personnel. The position titles used in the narrative must match those used in the organization chart.
- iii. KEY PERSONNEL NARRATIVE: The following Key Personnel are required for performance under the contract:
 - a. Project Manager
 - b. Contractor Quality Control Manager (CQCM)

- c. Site Construction Superintendent
- d. Site Health and Safety Officer (SSHO)
- e. Senior Electrical Engineer

The following personnel must meet the qualifications for the position. The following personnel must also be submitted for evaluation:

- 1. Scheduler
- 2. Design Civil Engineer
- 3. Design Electrical Engineer
- 4. Design Structural Engineer

Key personnel must be employed by the Prime Contractor. The Letter of Commitment must state that the key personnel will be employed by the Prime Contractor during performance of the contract.

- iv. PROJECT MANAGEMENT PLAN: Provide a Project Management Plan that describes how your labor, resources, subcontractors and material suppliers will be coordinated and used to ensure successful and safe completion of the project.
 - a. Describe your firm's capacity to execute the phases of work for 13 or more separate job sites simultaneously.
 - b. Describe how you will manage, supervise and coordinate the work including subcontractors' work and who in the organization will be responsible for this management and coordination.
 - c. Discuss how you will manage safe construction practices.
 - d. Describe in general terms the team's quality control approach, corporate systems, and capabilities to maintain quality control of the construction.
 - e. A narrative demonstrating the offeror's ability to comply with FAR 52.214-11 Limitations on Subcontracting.

PHASE II

ONLY THE SELECTED FIRMS WILL SUBMIT PROPOSALS FOR PHASE II. FIRMS WILL BE NOTIFIED OF THEIR STATUS AFTER PHASE I EVALUATIONS.

DO NOT SUBMIT A PHASE II PROPOSAL UNTIL DIRECTED BY THE CONTRACTING OFFICER.

PROPOSAL FORMAT FOR PHASE II, VOLUME I

Factor 4: SCHEDULE

Submission Requirements:

Provide a schedule utilizing days in lieu of dates, showing how the work will be performed and completed as specified in Section F, Clause 52.211-10.

The summary schedule shall be task oriented, indicating the number of calendar days, after notice to proceed, by which milestones are to be achieved.

- a. The summary schedule shall include details plans for mobilizing to multiple job/work sites and completing the project realistically within the time allowed.
- b. The summary schedule shall detail the schedule for each job/work sites
- c. The schedule should demonstrate a preference for completing the NEPS-SEPS Connector Substations RPC/SVC.
- d. Offeror may use a critical path or other method of its choice; however, schedules shall be graphically represented. At a minimum identify preconstruction activities, mobilization, and all Phase 1 efforts indicated in the Proposal Price Breakout Schedule (Bidding Schedule).
- e. Procurement of long lead items shall be included in the schedule. The Offeror shall provide their plan to successfully manage and execute the required procurements throughout the life of the project, specifically addressing long lead items. Long lead items are equipment or materials that need to be procured and whose procurement time (which includes submittals/shop drawings, fabrication, and delivery) could lead to a delivery date on site that negatively impacts schedule. Long lead items are also defined as procurement activities with an anticipated procurement sequence of over 90 calendar days. A typical procurement sequence includes the string of activities: submit, approve, procure, fabricate, and deliver.
- f. Offerors shall give attention to the following feature and incorporate them into the activities while also considering and “Constraints”.

Prime and Subcontractor Work

- a. Long Lead Items and Equipment
- b. Critical Milestones
- c. Shop Drawing Preparation
- d. Construction Site Preparation
- e. Building Weathering/Closing
- f. Site Infrastructure Activities
- g. Show the overall construction phase for the site work and utilities
- h. Show turnover of the facilities. Identify any proposed phased turnovers. The time to complete turnover must consider the complete inspection and the subsequent joint Contractor-Government turnover inspection.
- i. Show As Built submission

- j. Constraints: The Offeror must demonstrate the capability and flexibility to plan and schedule the complete project to meet the required contract completion period stated on the schedule. Clearly identify any constraints on the schedules presented (e.g., labor or material availability, permits, weather, etc.). Indicate the anticipated overall critical path on the schedule.

Factor 5: DESIGN AND CONSTRUCTION APPROACH

Submission Requirements:

The Offeror shall describe its plan for execution of the project. This includes the following elements at a minimum:

PROJECT EXECUTION PLAN:

- a. Project start up and mobilization – identify the activities that will take place immediately after contract award, to include mobilization, material shop drawing, submittals (to include submittal register), procurement of key subcontracts, etc.
- b. Staffing of the field office – explain who will be located at the field office, the proposed location of the office, and the planned timeframe to establish the office. Identify the personnel who will be located on-site during the construction. There shall be at least 1 person, fluent in the English language, available at the field office at all times at each job site (24 hours/day, 7 days/week).
- c. Plan to supply materials and special equipment – explain where significant building materials will be obtained (country of origin). Plan to obtain, retain, coordinate, and manage subcontractors – the Offeror must identify the significant aspects of the work which are to be self-performed and those that will be subcontracted. The plan must demonstrate the offeror ability to obtain labor both skilled and unskilled in sufficient quantities and commitment to providing additional labor and other resources as necessary. The Offeror must identify all major subcontractors by name and must provide a signed letter of commitment. The Offeror must identify the nature and overall percent of work that will be performed by the Prime Contractor and all key sub-contractors). Offerors are reminded of the requirements of 52.236-1, Performance of Work by the Contractor.
- d. Plan for obtaining utilities to include water, sewer, and power to facilitate all onsite construction activities thru contract completion. Plan should include a discussion of requirement necessary for commissioning.
- e. Plan and commitment to supply additional resources (both corporate and other) necessary to meet the contract requirements. Specifically, the plan must address how the offeror will continue to meet the contractual obligations in the event issues such as change orders, Request for Equitable Adjustments, Claims and other Disputes that may arise during performance.
- f. Plan for completing work in Afghanistan with emphasis on offeror's understanding and ability to meet visa, work permitting requirements/process customs and import requirements. The plan must demonstrate an understanding of host nation visa and work permit requirements and explain in detail how the offeror intends to fulfill these requirements. Plan must include a discussion on how you will mitigate any delays in meeting host nation requirements and subsequent delays in contract performance.

- g. Plan for obtaining access to the site (registration of workers) and controlling access to the site during construction.
- h. Plan to ensure that all critical milestones are achieved as outlined in the specifications. Plan shall include a discussion of the required labor levels, methods of procurement for equipment and materials, etc. that will ensure successfully delivery.
- i. The Offeror shall describe the proposed approach to managing construction of these facilities, including construction phasing, coordinating sub-contractors, constructing adjacent to existing occupied or residential areas, processes for requests for information, shop drawing and submittal reviews and approval, progress meetings, turnover of operations and maintenance manuals and training requirements, as-built drawings, and contract completion and closeout.
- j. The Offeror shall demonstrate an understanding and confidence in executing the HV transmission line project including but not limited to following areas:
 - i. Engineering capacity and experience to deliver design and construction submittals
 - ii. Coordination with locals, government agencies, and DABS to achieve Right of Way clearance
 - iii. Plan, adjust, fast track tactics to keep the project on schedule
 - iv. Long lead equipment procurement and logistics based on current local environment
 - v. Security stratagem and provisions
 - vi. QC, testing, and commissioning consideration

QUALITY CONTROL AND PROCESSES: The Offeror shall describe its Quality Control plan and processes for the project. The following minimum areas should be addressed in the plan:

- a. Construction Quality Control
- b. Safety Plan
- c. Shop drawing and Request for Information (RFI) process
- d. Risk identification and management program
- e. Clear assignments of responsibility/authority of key staff members

Because the Government is not able to provide substantial technical information beyond what is included in the solicitation and specification package, the Offeror would need to make assumptions and rely on its own design and engineering judgment, research and tools to develop its design. The Government understands that the Offeror's narrative is only preliminary and conceptual in nature and may not contain detailed design elements.

PROPOSAL FORMAT FOR PHASE II, VOLUME II

Factor 6: PRICE

Submission Requirements:

The price proposal shall include the following:

- Signed and dated Standard Form 1442 (Solicitation, Offer, and Award) with amendments acknowledged.

- Section B Completed Price Schedule (pricing information for all contract line items) Offerors must submit completed Contract Line Item Numbers (CLINs) with unit price, quantity, and extended price. All extensions of the unit prices shown will be subject to verification by the Government. In case of discrepancy between the unit price and the extended price, the unit price will govern.
- An offeror should submit a complete CLIN Schedule and Cost Breakdown spreadsheet in an Excel format with unlocked formulas. Failure by an offeror to do so may result in disqualification of the offeror's proposal.

The Offeror shall submit Factor 6 Price in a separate file from the Phase II Volume I factors. Any supplemental cost/price breakdown information shall include labor, material, subcontractor and any other related costs of the project.

The Offeror must also provide the following information:

- (a) An explanation of what activities make up the Offeror's Mobilization and Demobilization costs.
- (b) The Offeror's estimated cost of Defense Base Act (DBA) insurance for this project.

L.6 EVIDENCE OF RESPONSIBILITY

The offeror must submit sufficient evidence for the Contracting Officer to make an affirmative and informed determination of responsibility pursuant to the requirements of FAR Subsection 9.104-1. Failure to submit sufficient evidence for the Contracting Officer to make an affirmative and informed determination of responsibility, the Contracting Officer may make a determination of non-responsibility and be precluded from awarding the contract to The offeror.

For determination of its responsibility, the offeror price proposal must include information confirming that the offeror:

- a) Has, adequate financial resources or the ability to obtain such resources as required during the performance of the contract.*

The Offeror must provide evidence showing that the offeror has sufficient financial resources to perform the contract, e.g., bank lines of credit, recent audited financial statements, current bank account statements, etc.

Has the ability to comply with the contract conditions, taking into account all existing and currently prospective commitments, nongovernmental and governmental.

The Offeror must provide a listing of your current contracts and agreements including the project costs start and end date of each contract.

Has a satisfactory record of performance. Past relevant unsatisfactory performance is ordinarily sufficient to justify a finding of non-responsibility, unless there is clear evidence of subsequent satisfactory performance.

The Offeror must provide listing of examples of projects and contracts completed in the last five years along with available completion certificates and letters of recommendation or rewards received for performance, from the customers/clients for these projects.

Has a satisfactory record of integrity and business ethics.

The Offeror must inform whether the company has any criminal, civil, or administrative proceedings that the offeror is involved in.

Has the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them.

The Offeror must provide a copy of company's/firm's most recent audited report, financial statement

Has the necessary production, construction, and technical equipment and facilities, or the ability to obtain them;

The Offeror must provide information regarding where the offeror intends to obtain equipment and facilities necessary for performing on the contract. Please provide a list of equipment with specifications, usage and source that the offeror plans to use for execution of the activities under this project. These may include equipment for pre-lining, equipment for temporary traffic controls, marking machine type capable of performing extruded thermoplastic marking, compressor machines, dust blower, retro reflectometer, and any other equipment that the offeror has determined as necessary for safe and successful execution of the project activities.

Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

The offeror must complete Section K, "Representations, Certifications, and Other Statements of Offeror". The offeror authorized staff member must sign and date Section K on the last page in the provided space.

L.7 DISCLOSURE OF INFORMATION

- (a) Offerors are reminded that information furnished under this solicitation may be subject to disclosure under the Freedom of Information Act (FOIA). Therefore, all items that are confidential to business, or contain trade secrets, proprietary, or personnel information must be clearly marked. Marking of items will not necessarily preclude disclosure when the U.S. Office of Personnel Management (OPM or the U.S. Government) determines disclosure is warranted by FOIA. However, if such items are not marked, all information contained within the submitted documents will be deemed to be releasable.
- (b) Any information made available to the Contractor by the U.S. Government must be used only for the purpose of carrying out the provisions of this contract and must not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract.
- (c) In performance of this contract, the Contractor assumes responsibility for protection of the confidentiality of U.S. Government records and must ensure that all work performed by its sub-Contractors shall be under the supervision of the Contractor or the Contractor's responsible employees.
- (d) Each officer or employee of the Contractor or any of its sub-Contractors to whom any U.S. Government record may be made available or disclosed must be notified in writing by the Contractor that information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions imposed by 19 U.S.C. § 641. That section provides, in pertinent part, that whoever knowingly converts to their use or the use of another, or without authority, sells, conveys, or disposes of any record of the United States or whoever receives the same with intent to convert it to their use or gain, knowing it to have been converted, shall be guilty of a crime punishable by a fine of up to \$10,000, or imprisoned up to ten years, or both.

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L.8 AIDAR 752.204-70 PARTNER VETTING PRE-AWARD REQUIREMENTS (FEB 2012)

(a) USAID has determined that any contract resulting from this solicitation is subject to vetting. Terms used in this provision are defined in paragraph (b) of the AIDAR clause at 752.204–71 Partner Vetting, of this solicitation. An Offeror that has not passed vetting is ineligible for award.

(b) The following are the vetting procedures for this solicitation:

(1) Prospective Offerors should review the attached USAID Partner Information Form, USAID Form 500-13, and submit any questions about the USAID Partner Information Form or these procedures to the contracting officer by the deadline for questions in the solicitation.

(2) The CO notifies the Offeror when to submit the USAID Partner Information Form. For this solicitation, USAID will vet either during competitive range determination (for negotiated awards) or prior to award upon determination of the apparently successful Offeror (if award is made without discussions). Within the timeframe set by the contracting officer in the notification, the Offeror must complete and submit the information on the USAID Partner Information Form in accordance with instructions from the vetting official named in paragraph (d) of the AIDAR clause at 752.204–71 Partner Vetting, of this solicitation.

Note: Offerors who submit using non-secure methods of transmission do so at their own risk.

(3) The Offerors must notify proposed sub-Contractors of this requirement when the sub-Contractors are subject to vetting.

(c) Source selection proceeds separately from vetting. Vetting is conducted independently from any discussions the CO may have with an Offeror. The Offeror and any sub-Contractor subject to vetting must not provide vetting information to other than the vetting official. The Offeror and any sub-Contractor subject to vetting will communicate only with the vetting official regarding their vetting submission(s) and not with any other USAID or USG personnel, including the contracting officer or his/her representatives. Exchanges between the Government and an Offeror about vetting information submitted by the Offeror or any proposed sub-Contractor are clarifications in accordance with FAR 15.306(a) (48 CFR 15.306(a)). The CO designates the vetting official as the only individual authorized to clarify the Offeror's and proposed sub-Contractor's vetting information.

(d) (1) The vetting official notifies the Offeror that it:

- (i) Has passed vetting,
- (ii) Has not passed vetting, or
- (iii) Must provide additional information, and resubmit the USAID Partner Information Form with the additional information within the number of days the vetting official specified in the notification.

(2) The vetting official will include in the notification any information that USAID's Office of Security (SEC) determines releasable. In its determination, SEC will take into consideration the classification or sensitivity of the information, the need to protect sources and methods, or status of ongoing law enforcement and intelligence community investigations or operations.

(e) *Reconsideration.*

(1) Within 7 calendar days after the date of the vetting official's notification, an Offeror that has not passed vetting may request in writing to the vetting official that the Agency reconsider the vetting determination. The request should include any written explanation, legal documentation and any other relevant written material for reconsideration.

(2) Within 7 calendar days after the vetting official receives the request for reconsideration, the Agency will determine whether the Offeror's additional information warrants a revised decision.

(3) The Agency's determination of whether reconsideration is warranted is final.

(f) *Revisions to vetting information.*

(1) Offerors who change key individuals, whether the Offeror has previously passed vetting or not, must submit a revised USAID Partner Information Form to the vetting official. This includes changes to key personnel resulting from revisions to the technical proposal.

(2) The vetting official will follow the vetting process in paragraph (d) of this clause for any revision of the Offeror's Form.

(g) *Award.* At the time of award, the Contracting Officer will confirm with the vetting official that the apparently successful Offeror has passed vetting. The Contracting Officer may award only to an Apparently Successful Offeror that has passed vetting.

[END OF SECTION L]

SECTION M: TECHNICAL EVALUATION CRITERIA

M.1 GENERAL INFORMATION

The following evaluation factors will be used to evaluate each proposal: Award will be made to the Offeror whose proposal is the best value to the Government based upon an integrated assessment of the evaluation factors.

In accordance with FAR 36.303-1 , the following factors will be considered in evaluating the proposals in Phase I.

Phase I:

Factor 1 – Specialized Experience

Factor 2 – Past Performance

Factor 3 – Management Plan

All Phase I factors are equal to each other in importance.

In accordance with FAR15.304 , the following factors will be considered in evaluating the proposals in Phase II. The Government has determined the following factors will affect contract award and therefore the relative important is stated as such:

Phase II:

Factor 2 – Past Performance**

Factor 4 - Schedule

Factor 5 – Design and Construction Approach

Factor 6 - Price

All Phase II factors, except for Price, are equal to each other in importance.

**The ratings of Phase I Factor 2 – Past Performance will flow through to Phase II.

NON-PRICE FACTORS	
Factor 2	Phase I Past Performance (Advanced from Phase I)
Factor 4	Phase II Schedule
Factor 5	Phase II Design and Construction Approach
PRICE FACTOR	
Factor 6	Price
When combined all non-price factors are significantly more important than price	

M.2 EVALUATION APPROACH

The overarching evaluation approach for all factors is as follows: The proposal will be evaluated to determine the extent to which each requirement has been addressed in the proposal in accordance with the proposal submission section of the solicitation.

M. 3 DISCUSSIONS

Offerors are reminded to include their best terms in their initial offer and not to automatically assume that they will have an opportunity to participate in Phase II discussions or be asked to submit a revised offer. The Government may make award of a conforming proposal without discussions, if deemed to be within the best interest of the Government.

GENERAL INFORMATION: The Government does not intend to hold discussions. However, in accordance with FAR 15.306(d), discussion sessions with each Offeror may be held for Phase II. Should discussions take place, all Offerors in the competitive range will be allowed to submit Final Proposal Revisions.

DISCUSSION SCHEDULING: If Phase II discussions are conducted, the Contracting Officer may conduct discussions orally or in writing. The method for discussions will be at the discretion of the Contracting Officer. The Contracting Officer will provide additional instructions with the notification.

Phase I - Evaluation Criteria

Factor 1: SPECIALIZED EXPERIENCE

The Government will evaluate the recency, depth, and the relevancy of the experience as submitted in the offeror's proposal.

RECENCY: Projects considered recent shall be completed within the last six (6) years from the date of the solicitation or at least 80% complete by the Phase I proposal submission due date for this solicitation.

RELEVANCY: Relevant Projects meet one or more of the following criteria:

- Projects with a cost of at least \$10,000,000;
- Engineering procurement and installation of transformers of 110kV or greater;
- Design and/or construction of a minimum of 10km of transmission lines of 110kV or greater;
- Design and/or Construction of Electrical Power Stations or substations;
- Design and/or construction of control or switchgear buildings which include all necessary equipment to operate, control, protect and monitor all functions of the substation;

- Design and construction of substation switchyards which include equipment of 110kV or greater such as power transformers, circuit breakers, switchyard buswork and protection and control equipment;
- Orientation of transmission and distribution systems to be terminated at the substation to optimize equipment arrangement.

DEPTH: The Government will evaluate the offeror's depth of experience in the following categories. Depth is demonstrated by providing a detailed explanation as to how the project meets the requirements of the category; how the project demonstrates experience performing construction activities anticipated under this solicitation and how many of the submitted projects meet each category (i.e. 3 of the 5 projects submitted demonstrate experience in design build construction of substations and electrical transmission lines etc.).

- Engineering procurement and installation of transformers of 110kV or greater
- Design and/or construction of a minimum of 10km of transmission lines of 110kV or greater
- Design and/or Construction of Electrical Power Stations or substations;
- Design and/or construction of control or switchgear buildings which include all necessary equipment to operate, control, protect and monitor all functions of the substation.
- Design and construction of substation switchyards which include equipment of 110kV or greater such as power transformers, circuit breakers, switchyard buswork and protection and control equipment.
- Orientation of transmission and distribution systems to be terminated at the substation to optimize equipment arrangement.
-

Extra consideration may be given when Specialized Experience demonstrates the following (not all encompassing):

- Projects demonstrating experience working in Afghanistan.
- Projects which demonstrate experience working multiple sites simultaneously.
- Projects which demonstrate experience working in dangerous or hostile geographical areas.
- .
- Projects demonstrating experience working in developing nations.
- Projects demonstrating experience working with the US Government.
- Experience managing multiple projects performed simultaneously (as demonstrated by the project dates)
- Demonstration of previous experience working with Major Subcontractors and/or JV Partners.
- Offerors demonstrating experience with multiple projects in multiple trades (example: design-build construction of transmission lines and substations)

Proposals that include the following for Factor 1, Specialized Experience may receive a less favorable rating.. (the following list is not all encompassing):

- Offeror fails to submit projects within the cost threshold:
- Offeror fails to submit projects within the relevant timeline (completed within the last six years of the solicitation issue date or at least 80% complete by the Phase I submission due date).
- Experience examples that are not verifiable.
- Example projects where the Offeror or their proposed subcontractor's role in the project was minor in comparison to the whole project.
- Projects which fail to explain the depth of experience for a category which it was submitted.
- Projects older than 6 years may be considered but will be considered less relevant.
- Offeror fails to follow the page limitations.

Factor 2: PAST PERFORMANCE

Past performance will be evaluated in accordance with the following criteria:

- **Quality:** The degree to which the Offeror has complied with the contract requirements; met quality standards; was timely in regard to problem resolution without extensive customer guidance; and the shown effectiveness of his prior quality control program.
- **Schedule/Timeliness of Performance:** Whether the Offeror met contract completion dates including significant milestones and where schedules were exceeded, whether the Offeror identified valid justifications for the delays or if liquidated damages were assessed due to late delivery by the Offeror.
- **Customer Satisfaction:** The degree to which end-users were satisfied with the project; whether the Offeror was reasonable and cooperative in regard to resolving disagreements; whether the Offeror was responsive and businesslike with concern for the customer, and whether the Offeror achieved customer satisfaction.
- **Management Personnel/Labor:** Whether the Offeror used effective business practices for on-site management for subcontractors, suppliers, materials, and labor force. Whether and the extent to which the Offeror displayed an ability to hire and retain a qualified workforce; controlled government/ owner property when applicable; provided a workforce with the required expertise; successfully managed projects and easily assimilated and incorporated changes in requirements and priorities in response to the owner; and provided an effective overall management and control of projects and programs.
- **Cost/Financial Management:** Whether the Offeror met the contract requirements by completing the project at the agreed to price and where not, the extent to which the Offeror was responsible for cost increases; whether the Offeror provided alternative methods that benefited the client; whether the Offeror submitted invoices timely with sufficient documentation to substantiate requested payment and avoided significant unexplained variances from the original price.
- **Safety/Security:** The Offeror's prior record for maintaining an environment of safety, adherence to a safety plan, and compliance with safety requirements, including following safety regulations, housekeeping, and correcting noted deficiencies, as well as the

Offeror's prior compliance with all security requirements and personnel security requirements when applicable.

The Government reserves the right to verify statements the Offeror makes regarding its past performance to determine whether they are substantiated.

The Government will consider past performance information in evaluating overall risk associated with a particular Offeror. When evaluating these criteria, the following will be taken into consideration for evaluation purposes:

The Government will also evaluate:

- trends in the Offeror's performance; and
- positive and/or negative comments that impact evaluation of Offeror's past performance.

In addition to the above, the Government may review any other sources of information for evaluating past performance. Other sources may include, but are not limited to, past performance information retrieved through the Past Performance Information Retrieval System (PPIRS), including Contractor Performance Assessment Reporting System (CPARS), using all NCAGE/DUNS numbers of team members (partnership, JV, teaming arrangement, or parent company/subsidiary/affiliate) identified in the Offeror's proposal, inquiries of owner representative(s), Federal Awardee Performance and Integrity Information System (FAPIS), Electronic Subcontract Reporting System (eSRS), and any other known sources not provided by the Offeror.

While the Government may elect to consider data from other sources, the burden of providing detailed, current, accurate and complete past performance information rests with the Offeror and the government is under no obligation to check other sources.

Unavailability of Past Performance Information: In accordance with FAR 15.305(a)(2)(iv), in the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available; the Offeror may not be evaluated favorably or unfavorably on past performance and will receive a neutral rating.

Factor 3: MANAGEMENT PLAN

Proposals will be evaluated for reasonableness, risk, and logic and the extent to which the proposal illustrates an understanding of managing the contract. The Project Management Plan, Key Personnel and other Personnel Narratives should be comprehensive and demonstrate a clear understanding and ability to provide oversight, coordination and successfully manage the contract and construction through to completion. Plans that do not demonstrate a clear understanding of the work, that do not demonstrate a capability to coordinate resources, or that do not demonstrate appropriate excess capacity will be considered to not meet the RFP requirements.

In performing the evaluation, the Government will evaluate the following:

ORGANIZATIONAL CHART:

The Offeror clearly describes its organization structure and provided an Organization Chart and a narrative describing the organizational chart. The narrative details how different offices are related. All Joint Venture partners and major Subcontractors are addressed in this description. The description identifies whether functions/positions will be filled by the prime, Joint Venture partners or by subcontractors.

An organization chart (graph) that shows:

- lines of authority for the execution of the contract;
- clearly shows the lines of authority of the Offeror's Project Manager, Site Superintendent, Contractor Quality Control (CQC) Systems Manager, and Site, Safety and Health Officer,
- the organization chart shall clearly differentiate between Prime Contractors including JV Members and Major Subcontractors, when applicable; and
- the chart shall identify all offices involved in this contract from the Offeror's Headquarters to the Offeror's site office(s), and how they are related;
- all positions shall be identified on the organization chart by title, organization, and physical location.

Charts that are confusing, cluttered with duplicative entries, or that do not clearly define responsibilities will be considered to not meet the RFP requirements.

ORGANIZATIONAL CHART NARRATIVE:

The Organizational Chart Narrative shall clearly identify any personnel authorized to communicate directly with the U.S. Government and must be able to communicate in English. The narrative shall also describe the lines of communication within the organization and with the Government.

KEY PERSONNEL NARRATIVE:

If the Key Personnel Narrative does not demonstrate the minimum qualifications then the Personnel will not be considered to meet the requirements for this Factor, and will receive an unacceptable rating in this Factor.

The following **Key Personnel** are required for performance under the contract:

1. Project Manager
2. Contractor Quality Control Manager (CQCM)
3. On-Site Construction Superintendent
4. Safety Officer (SSHO)
5. Senior Electrical Engineer

The Key Personnel presented in the proposal must be available to start work at the time of Notice to Proceed. Please note that Key Personnel may not be changed during execution of the project without the approval of the Contracting Officer. No substitutions shall be made except unless authorized in writing by the Contracting Officer.

The following personnel must meet the qualifications for the position. The following personnel must also be submitted for evaluation:

5. Scheduler
6. Design Civil Engineer
7. Design Electrical Engineer
8. Design Structural Engineer

The Government will evaluate the following:

Project Manager:

A minimum of eight (8) years of experience managing projects involving construction projects similar in size, scope, and complexity to the project contemplated is required. A bachelor's degree in architecture or engineering is highly desired. Resume must be provided which identifies at a minimum:

- Detailed explanation of projects the individual has worked on of similar size, scope, and complexity as a Project Manager.
- Detailed explanation of the individual's responsibility as a project manager.

Construction Quality Control Manager:

At a minimum, must have a bachelor's degree in Architecture, Engineering or a closely related field with 8 years of experience, or a graduate of construction management courses, with a minimum of five (5) years construction experience on construction projects similar in scope and complexity to the project contemplated for this solicitation. Information provided must include the following:

- a) Detailed explanation of projects the individual has worked on of similar size, scope, and complexity as a Construction Quality Control Manager.
- b) Identify timeframe the individual worked on project.
- c) Detailed explanation of the individual's responsibility as a quality control manager.

On-Site Construction Superintendent:

A minimum of 5 years of horizontal and vertical construction field experience. Information provided must include the following:

- a) Detailed explanation of projects the individual has worked on of similar size, scope, and complexity as an On Site Construction Superintendent.
- b) Identify timeframe the individual worked on project.
- c) Detailed explanation of the individual's responsibility as construction superintendent.

Safety Officer:

A minimum three (3) years of experience as a safety officer on construction projects that are similar in scope and complexity to the project contemplated for this solicitation. A bachelor's

degree in Construction Management, Engineering or a closely related field is highly desired. Information provided must include the following:

- a) Detailed explanation of projects the individual has worked on of similar size, scope, and complexity as a Safety Representative.
- b) Identify timeframe the individual worked on project.
- c) Detailed explanation of the individual's responsibility as a safety officer.

Senior Electrical Engineer

At a minimum, must have a bachelor's degree in Electrical Engineering with 8 years of experience as an electrical engineer on construction projects similar in scope and complexity to the project contemplated for this solicitation. In addition, the electrical engineer must have 3 years of experience as an electrical engineer supervising electrical engineering features of work. Information provided must include the following:

- a) Detailed explanation of projects the individual has worked on of similar size, scope, and complexity as an Electrical Engineer.
- b) Identify timeframe the individual worked on project.
- c) Detailed explanation of the individual's responsibility as an engineer.

Scheduler

The Scheduler should have 5 years construction scheduling experience on construction projects similar in scope and complexity to this solicitation. Cost loaded scheduling ability is highly desired.

Design Civil Engineer

The design civil engineer must have a bachelor's degree in civil engineering with a minimum of ten (10) years of experience on construction projects similar in scope and complexity to the project contemplated for this solicitation. Resume must be provided which identifies at a minimum:

- a) Detailed explanation of projects the individual has worked on of similar size, scope, and complexity as a Design Civil Engineer.
- b) Identifies timeframe the individual worked on project.
- c) Detailed explanation of the individual's responsibility as a design engineer.

Design Electrical Engineer

The design electrical engineer must have a bachelor's degree in electrical engineering with a minimum of 10 years of experience on construction projects similar in scope and complexity to the project contemplated for this solicitation. Resume must be provided which identifies at a minimum:

- a) Detailed explanation of projects the individual has worked on of similar size, scope, and complexity.
- b) Identifies timeframe the individual worked on project.
- c) Detailed explanation of the individual's responsibility as a design engineer.

Design Structural Engineer

The design structural engineer must have at least a bachelor's degree in civil engineering or structural engineering with a minimum of 10 years of experience as a structural engineer on construction projects similar in scope and complexity to the project contemplated for this solicitation. Resume must be provided which identifies at a minimum:

- a) Detailed explanation of projects the individual has worked on of similar size, scope, and complexity.
- b) Identifies timeframe the individual worked on project.
- c) Detailed explanation of the individual's responsibility as a design engineer.

Degrees must be translated to English and relate to the respective discipline (for example the civil engineer must have a degree in civil engineering). Degrees must be conferred by a recognized institution of higher education, such as U.S. universities or colleges, Afghanistan universities, or international equivalents.

PROJECT MANAGEMENT PLAN:

The Government will evaluate the Project Management Plan and how it describes how your labor, resources, subcontractors and material suppliers will be coordinated and used to ensure successful and safe completion of the project. The Government will evaluate the offeror's ability to comply with FAR 52.214-11 Limitations of Subcontracting.

Extra consideration may be given when Management Approach demonstrates the following (not all encompassing):

- a) Narratives for personnel that clearly demonstrate substantial experience with construction projects similar in scope and complexity to the project contemplated for this solicitation.
- b) Demonstration of key personnel previously working together on similar projects.

Proposals that include the following for Factor 3, Management Approach may receive a less favorable rating (the following list is not all encompassing):

- a) A Key Personnel Narrative that does not clearly present the credentials /qualifications of personnel.
- b) Proposing Key Personnel not currently employed by the Offeror.
- c) Omission or incompleteness of any requested information.
- d) Any other aspect of a proposal that the evaluators and/or the SSA believe is a flaw that increases the risk of unsuccessful contract performance.

END OF PHASE I

PHASE 2 - ONLY THE SELECTED FIRMS WILL SUBMIT PROPOSALS FOR PHASE 2. FIRMS WILL BE NOTIFIED OF THEIR STATUS AFTER PHASE I EVALUATIONS. DO NOT SUBMIT A PHASE II PROPOSAL UNTIL DIRECTED BY THE CONTRACTING OFFICER.

Phase II - Evaluation Criteria

Factor 4: SCHEDULE (Volume I)

The Government will evaluate the offeror's schedule for completeness, logic, reasonableness, and risk associated with the proposed schedule as compared to the solicitation requirements. In assessing reasonableness, the Government will take into account how well the proposed schedule supports the contract duration as compared with the solicitation requirements. When considering logic, the Government will evaluate the schedule to assess the strength of understanding of events associated with the construction process and completion requirements. The Government will also evaluate the offeror's capability to complete the schedule within the proposed contract duration and the realism of the schedule. The Government may use independent judgement concerning logic, constraints and typical construction durations. The Government will evaluate the offeror's plan for procurement of long lead items for completeness, logic, reasonableness and risk as compared to the solicitation and schedule requirements. NOTE: The Government will evaluate the offeror's schedule using days, not dates. If an offeror includes dates in the schedule, the dates will be used to calculate days and the dates will not be considered to create binding dates.

Factor 5: DESIGN AND CONSTRUCTION APPROACH (Volume I)

The Offeror's Project Execution and Management Plan will be evaluated for completeness, reasonableness, risk, and logic. The Government will evaluate the degree to which the plan describes a viable strategy to execute the project to achieve the desired quality as described in the solicitation. A precise explanation illustrating an understanding of the contract requirements by describing management for performance of the contract including start-up / mobilization, summary to supply labor and resources (prime and subcontract), summary to acquire materials, plan to obtain, retain, coordinate and manage subcontractors, summary for obtaining utilities to support to include water, sewer, and power, summary for compliance with host nation requirements, summary for compliance with security requirements , plan for ensuring delivery of critical milestones and additional and/or unique management advantages provided to the Government. The Government will also consider the risk associated with the Offeror's plan and the degree to which the plan describes a viable strategy to execute the project.

The Offeror's Quality Control and Process will be evaluated to determine whether the offeror's methods and approach have adequately and completely considered, defined, and satisfied the requirements specified in the solicitation. The proposal will be evaluated to determine the extent to which each requirement of the solicitation has been addressed and the quality of the approach addressed in the proposal in accordance with the proposal submission section of the solicitation.

Factor 6: PRICE (Volume II)

An evaluation will be performed on the proposed prices for the base period and all option items. The evaluation will not be assigned an adjectival rating, yet it will be evaluated for completeness, reasonableness, unbalanced, and realism as follows:

COMPLETENESS To be complete, the Offeror shall provide prices for all base and option CLINS. The Government will assess the extent to which the proposed prices comply with the content and format requirements set forth in this solicitation.

REASONABLENESS Evaluation and analysis of the pricing will be performed using one or more of the price analysis techniques described in FAR 15.404-1(b). Through these techniques, the Government will determine whether the rates proposed by the Offeror are reasonable.

The Offeror's price proposal is evaluated through price analysis techniques as described in FAR 15.404-1 which may include, but is not limited to, the following:

- Comparison of proposed prices received in response to the solicitation.
- Comparison of proposed prices to historical prices paid, whether by the Government or other than the Government, for the same or similar items.
- Use of parametric estimating methods/application of rough yardsticks to highlight significant inconsistencies that warrant additional pricing inquiry.
- Comparison with competitive published price lists, published market prices of commodities, similar indexes, and discount or rebate arrangements.
- Comparison of proposed prices with independent Government cost estimates.
- Comparison of proposed prices with prices obtained through market research for the same or similar items.
- Analysis of data other than certified cost or pricing data provided by the offeror.

Cost analysis techniques described in FAR 15.404-1(c) may also be used to evaluate data other than certified cost or pricing data to determine cost reasonableness when a fair and reasonable price cannot be determined through price analysis alone.

M. 4 UNBALANCED PRICING:

Additionally, all separately priced line items will be evaluated for unbalanced pricing in accordance with FAR 15.404-1(g). Unbalanced pricing may increase performance risk and could result in payment of unreasonably high prices. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more line items is significantly over or understated as indicated by the application of cost or price analysis techniques. All offers with separately priced line items or subline items shall be analyzed to determine if the prices are unbalanced. An offer may be rejected if the contracting officer determines that the lack of balance poses an unacceptable risk to the Government.

M.5 PRICE REALISM:

The Government reserves the right to perform a price realism analysis to determine whether the offeror's proposed price is too low and there is such a risk that the offeror does not understand the technical requirements or may not satisfactorily perform at the proposed price. The Government may evaluate the offeror's understanding of the requirements and/or assess the inherent risk in an offeror's proposal. Unreasonably low offers may be eliminated from the competition if the Government determines that there is a high risk of poor performance.

[END OF SECTION M]

[END OF SOLICITATION]