



## Request for Proposal (RFP)

RFP Number: RFP-FUND-TK-010

Description: Final Design and Construction of Footpath & Side Ditches in Tarin Kot City

Release Date: April 18, 2013

Offerors's Conference: April 24, 2013 Site To Be Determined in Tarin Kot City

Questions Due: 04:00PM Kabul Local Time on April 28, 2013

Due Date: 04:00PM Kabul Local Time on April 30, 2013

For: Regional Afghan Municipalities Program for Urban Populations (RAMP UP) - South

Contracting Entity: Chemonics International Inc.

Funded by: United States Agency for International Development (USAID),  
Contract No. 306-C-00-10-00527-00

Place of Performance: Tarin Kot, Urozgan Province, Afghanistan

Contents of RFP:

- Section 1: Instructions to Offerors
- Section 2: Scope of Work
- Section 3: RFP Attachments
- Section 4: Fixed Price Subcontract Terms and Conditions
- Attachment A: Letter of Transmittal
- Attachment B: Required Certifications
- Attachment C: Technical Specifications and Concept Design Drawings
- Attachment D: Bid Sheet
- Attachment E: EMPR – Mitigation Measures & Monitoring and Evaluation Tracking Tables
- Attachment F: Summary of proposal documentation requirements

## **SECTION 1: INSTRUCTIONS TO OFFERORS**

---

### **1.1 Introduction**

Chemonics International, acting for the RAMP UP-South Project is soliciting proposals from eligible firms for the Final Design and Construction of Footpath and Side Ditches in Tarin Kot city. The RAMP UP-South Project, an official project of the United States Agency for International Development (USAID), Contract No 306-C-00-10-00527-00, is being carried out in Afghanistan.

The purpose of the Regional Afghan Municipalities Program for Urban Populations (RAMP UP) - South is to create effective, responsive, democratic, transparent, accountable, and gender sensitive municipal governance in targeted municipalities throughout the country. All RAMP UP - South activities support the GIRoA by building institutional capacity and systems within the Afghan Government.

Component 2 of RAMP UP-South is administering the improvement of municipal services to citizens. As such, this component works with the mayor and stakeholders to identify physical projects that will facilitate these services to be carried out. Therefore the services of a firm are required for the Final Design and Construction of Footpath and Side Ditches in Tarin Kot city.

Firms are invited to submit offers in response to this Request for Proposals (RFP) in accordance with Section 1 (Instructions to Offerors). This section will not form part of the Subcontract; it is intended to assist offerors in the preparation of their proposals. This RFP also incorporates by reference Federal Acquisition Regulation 52.215-1 ("Instructions to Offerors—Competitive Acquisitions," JAN 2004) to serve as guidance for topics not specifically addressed in the instructions below.

Any Subcontract resulting from this RFP will be guided by Section 4 (Fixed Price Subcontract Terms and Conditions). Any resultant Subcontract for the works described herein will be between Chemonics and the Subcontractor. All bonds, guarantees and sureties, as required, will be between Chemonics and the Subcontractor.

### **1.2 Offer Deadline**

Offerors should submit an electronic proposal only: Signed MS word and PDF electronic formats are welcome and should be emailed to the attention of Grant, Subcontract and Compliance Department at: [applications@rampup-south.org](mailto:applications@rampup-south.org) by **4:00PM Kabul Local Time on April 30, 2013.**

Late offers will be considered at the discretion of the Chemonics evaluation committee.

### **1.3 Protocol for Submission of Offers and Required Documents**

Offerors are responsible for ensuring that their offers are received in accordance with the instructions stated herein.

All offers must be prepared in English. Any resultant Subcontract will be issued in English and the English language will govern. All proposals must be submitted in two volumes, consisting of:

- Volume 1: Technical Volume (See Section 1.6)
- Volume 2: Cost Volume (see Section 1.7)

These volumes must be submitted in separate electronic version of each volume by Email. Each Email must be clearly titled with the RFP number in the subject line of the email and complete legal name of the offeror's organization with contact information contained in the body of the Email.

Upon submission, applicants will be issued an Email reply confirming timely submission.

Each offeror may submit only one proposal, either individually or as a partner in a joint venture. An offeror who submits or participates in more than one proposal shall cause all the proposals with that offeror's participation to be disqualified.

#### **1.4 Questions and Clarifications**

All questions and/or clarifications regarding this RFP must be submitted via email to [applications@rampup-south.org](mailto:applications@rampup-south.org) no later than **04:00PM Kabul Local Time on April 28, 2013**. All correspondence and/or inquiries regarding this solicitation must reference the RFP number (**RFP-FUND-TK-010**) in the subject line. No phone calls or in-person inquiries will be entertained; all questions and inquiries must be in writing.

Questions and requests for clarification—and the responses thereto—that Chemonics believes may be of interest to other offerors will be circulated to all RFP recipients who have indicated an interest in submitting proposal per Section 1.5.

Only the written answers will be considered official and carry weight in the RFP process and subsequent evaluation. Any verbal information received from a Chemonics or RAMP UP - South employee or other entity should not be considered as an official response to any questions regarding this RFP.

All correspondence and/or inquiries regarding this RFP, including requests for copies of the preliminary conceptual drawings, must reference the above RFP number (RFP-FUND-TK-010). Correspondence must be addressed to the attention of:

**Grants, Subcontracts and Compliance Team Leader  
RAMP UP – South Kabul, Afghanistan  
[applications@rampup-south.org](mailto:applications@rampup-south.org)**

#### **1.5 Offerors Conference and Site Visit**

##### **Mandatory Offerors Conference – Tarin Kot City, Afghanistan**

There will be an Offerors' conference to take place in Tarin Kot City, Afghanistan, scheduled for **April 24, 2013. Attendance is Mandatory**, any firm wishing to submit proposal must send a certified representative. If an offeror chooses not to attend they will be disqualified from submitting proposal. Please confirm attendance via email to [applications@rampup-south.org](mailto:applications@rampup-south.org), no later than **12:00PM Kabul Local Time on Tuesday, April 23, 2013** This confirmation should include the full name and contact information of all participants.

##### **Site Visits**

One competent company employee must make a visit to the site prior to submission of proposal. RAMP UP-South will have a representative onsite in Tarin Kot prior to the RFP closing. Details of this will be announced and further defined by email distribution to all participating offerors. It is encouraged that the offeror's representative meet with the RAMP UP-South representative, but it is only required that the visit is documented.

Participation in the site visit and the offerors conference are the responsibility of the offerors. Chemonics will not reimburse offerors for any costs associated with either the site visit or offerors conference.

#### **1.6 Technical Volume**

The Technical Volume should describe in detail the offeror's proposed plan for the work as described in the Scope of Work (SOW) found in Section 2 and Attachments C & D and considering all terms and conditions contained within all sections and attachments to this RFP. The technical volume should demonstrate a clear

understanding of the work to be undertaken and the responsibilities of all parties involved and should not include any cost information. The offeror should include details on personnel, equipment, and Subcontractors, if any, who will be used to carry out the required activities. The following documents must be included in the Technical Volume (failure to submit all of the following documents may result in disqualification from award):

- Completed Letter of Transmittal (see Attachment A)
- Completed Required Certifications (see Attachment B)
- Project Methodology and Technical Solution (see below)
- Draft Work Plan (see below)
- CVs of Key Personnel (see below)
- Information on Past Performance (see below)
- Copy of official business license such as the AISA Certificate or the legal business registration document

*Project Methodology and Technical Solution:* Using the information contained in the SOW, the offeror shall describe its approach for executing each phase (including final design documents and construction) of the project, in as much detail as necessary, for a successful outcome. The methodology and technical solution proposed by the offeror shall meet recognized industry standards and be cost efficient while taking into consideration the project's location and availability of materials and equipment. **The offeror shall include visual aids, i.e. typical sketches, catalogue cut sheets to illustrate their intended solution to project implementation.** The offeror should propose a detailed schedule that can be reasonably implemented for each phase of the project. The methodology section shall also include an outline of the offeror's approach to Quality Control and Quality Assurance (with description of testing and inspections), Safety Plan as well as compliance with Environmental Regulations.

*Draft Work Plan:* The draft work plan for the proposed services shall be submitted in the form of a Gantt Chart and shall provide a step-by-step process for executing every phase of the work in the most efficient manner.

*Key Personnel:* The offeror shall demonstrate that professional staff with extensive experience is available to oversee and carry out the scope of work. The professional staff deemed as Key Personnel shall be fully available during the duration of the Subcontract and shall not be replaced without prior consent of Chemonics. The Technical Volume shall include CVs for the following required key personnel: project manager, project engineer, and resident engineer / construction manager. **The Technical Volume shall also include an organizational chart with the roles and availability of each proposed staff for this project.**

*Past Performance:* The Technical Volume shall include information on past performance, briefly describing at least **three (3) recent contracts of similar scope and duration.** It is not the intent of this RFP to solicit an overly long response but it is important that the offeror's experience/expertise be adequately described. The information supplied must include the legal name and address of the organization for which services were performed, a description of the work performed, the duration of the work and size (in Local Currency) of the contracts, a description of problems encountered in the performance of the work and actions taken to resolve them, and the contact information (current telephone number and email address) of a responsible representative of the contracting organization. Chemonics may use this information to contact representatives on prior contracts to obtain feedback on performance. Failure to submit complete and accurate information regarding previous similar or related contracts or Subcontracts is grounds for disqualification from award. Any offer not including this information will be accepted at the discretion of the evaluation committee.

There is a ten (10) page limit to the Technical Volume. This page limit does not include the following documents:

- Completed Letter of Transmittal (see Attachment A)
- Completed Required Certifications (see Attachment B)

- CVs of key personnel
- Draft work plan
- Sketches, catalogue cut sheets and/or drawings

### **1.7 Cost Volume**

The Cost Volume is used to establish the best value among proposals and serves as a basis of negotiation for the signing of the Subcontract. The Cost Volume must include a detailed budget as well as a budget narrative which explains the basis for the estimate of each budget element. Supporting information should be provided in sufficient detail to allow a complete analysis of each cost element. The Cost Volume shall also include the costs for any materials, survey, and geotechnical testing and analysis required. Any taxes or fees are not to be added later. Offers must show level of effort, materials, quantities, and total price. All items, services, etc. must be clearly labeled and included in the total price. Quotations must be a firm fixed-price, expressed in AFN (Afghani). All offerors shall use the attached Bid Sheet as the basis for the preparation of the detailed budget. The completed Bid Sheet (provided as Attachment D of this RFP) shall be submitted with the Cost Volume.

**The subcontract type for this project will be a firm fixed-priced Subcontract in the form substantially like that included in Section 4.** Please note that the inclusion of separate line items for any indirect costs or fee will not be permitted. As such, it is expected that each offeror will provide comprehensive total values for each component inclusive of any/all indirect and fee.

The total estimated amount of funding for this activity is between **AFN 6,454,170 and AFN 7,888,430**. This is an estimate only and offerors should submit their best offer cost proposal with their Bid Sheet.

### **1.8 Authorized USAID Geographic Code**

All goods and services offered under this order must meet **USAID Geographic Code 935** (Special Free World) requirements detailed in the Code of Federal Regulations (CFR), 22 CFR §228 and the Automated Directives System (ADS), ADS Chapter 260

No items, items with components from, or related services may be offered from the following countries: Cuba, Iran, Laos, North Korea, Burma, North Sudan and Syria. Related services include incidental services pertaining to any/all aspects of this Subcontract (including transportation, fuel, lodging, meals, and communications expenses).

### **1.9 Eligibility of Offerors**

This is a limited competition RFP. **Only Southern region based firms can submit proposals for this project. Preference will be given to Tarin Kot based firms.**

In accordance with Federal Acquisition Regulation Clause 52.209-6, "Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment," (SEP 2006), all offerors must certify that they are not debarred, suspended, or proposed for debarment. Chemonics will not award a Subcontract to any firm or firms' principals who are debarred, suspended, or proposed for debarment, or who proposes to do business with firms or firms' principals who are debarred, suspended, or proposed for debarment, in the performance of the requirement of this activity.

### **1.10 Validity Period**

Offers must remain valid for at least ninety (90) calendar days after the offer deadline.

### **1.11 Negotiations**

Best offer quotations are requested. It is anticipated that awards will be made solely on the basis of these original quotations. However, Chemonics reserves the right to conduct negotiations and/or request clarifications prior to awarding a Subcontract. Chemonics reserves the right to not make an award or to make multiple awards if it is in the best interests of the RAMP UP-South program.

### **1.12 Basis for Award**

Chemonics intends to award a Subcontract resulting from this solicitation to the responsible offeror whose proposal represents the best value to the RAMP UP-South program after evaluation of the following criteria, with the weights applied accordingly. In addition to the possible points listed below, firms registered and having their principle place of business in Tarin Kot will be awarded 10 points automatically to assist the likelihood of local award should all other criteria be met.

- Proposed Methodology and Technical Solution 40 Points**

The offeror shall be evaluated on the overall understanding of the scope of work. Specifically, the offeror shall be evaluated on how realistic the proposed technical solution is in completing the project on schedule and meeting delivery guidelines. This technical solution shall integrate design methodology, procurement process, construction methods, techniques, project scheduling, and project management to deliver the required scope of work with the highest construction quality. Special consideration shall be given to the offeror's ingenuity, creativity, and use of sound engineering principles in its proposed solutions. The offeror's proposal shall include a draft work plan providing a step by step process for executing every phase of the work in the most efficient manner.
- Key Personnel 20 Points**

The offeror's key personnel shall be evaluated on the experience of the team members with similar projects. In particular, special consideration will be given to a well experienced on-site construction engineer.
- Past Performance and Experience 20 Points**

The offeror shall be evaluated on the experience the firm has with related projects of similar scope and size. In particular, special consideration shall be given to firms having executed similar construction projects in close collaboration with municipalities and in particular in Helmond Province. The references listed by the offeror shall be contacted to complete a survey.
- Proposed Schedule of Implementation 20 Points**

Time is of the essence for the implementation of this project. Therefore, special consideration shall be given to the offerors with an aggressive but realistic timeline for completing each phase of the scope of work as well as the overall implementation plan that meets the desired goals stated herein. A detailed draft work plan in Gantt chart format that demonstrates the proposed schedule shall be included in the offeror's technical volume.
- Certifications all provided with complete information. Pass/Fail**

#### **Best Value:**

The technical proposals will be evaluated by the evaluation committee separately from the cost proposal. Once the technical evaluation is completed based on the above criteria, the cost volume will be used in conducting the best value analysis. The combined technical factors above are more important than cost or price. However, Chemonics will not select an offer for award on the basis of a superior technical proposal without considering cost. Cost will be evaluated based on cost reasonableness, allow ability, and realism. A technical/cost trade-off analysis will be performed by Chemonics in order to determine the best value to the project.

**1.13 Terms and Conditions of Subcontract**

Issuance of this solicitation does not in any way obligate Chemonics to award a Subcontract, nor does it commit Chemonics to pay for costs incurred in the preparation and submission of a proposal.

This solicitation is subject to the Fixed-Price Subcontract Terms and Conditions detailed in Section 4. Any resultant award will be governed by these terms and conditions. Chemonics reserves the right to make minor revisions to the content, order, and numbering of the provisions in the actual Subcontract document to be executed by Chemonics and the selected awardee.

**1.14 Protests**

Please note that in submitting a response to this solicitation, the Offeror understands that USAID is not a party to this solicitation and the offeror agrees that any protest hereunder must be presented—in writing with full explanations—to Chemonics International for consideration, as USAID will not consider protests made to it under USAID-financed Subcontracts. Chemonics, at its sole discretion, will make a final decision on the protest for this procurement.

## **SECTION 2: SCOPE OF WORK**

---

### **2.1 OBJECTIVE**

The intent of this document is to provide interested offerors with sufficient information to enable them to prepare and submit a proposal to develop final design documents (based on pre-developed conceptual design as provided in Attachment C of this RFP) and perform the construction works required to improve and construct sections of footpaths and side drainage in Tarin Kot city of Urozgan Province.

### **2.2 PROJECT GOALS AND OBJECTIVES**

The goal of this project is to rehabilitate a section of footpaths and drainage ditches within the Fruit Market area of Tarin Kot to improve the accessibility, drainage and aesthetics of the market area. This will require the successful offeror to coordinate with RAMP-UP South, the Municipality of Tarin Kot, and market vendors to finalize the design and construct 900 meters length of functional drainage, 860 meters length of sidewalk and 40 meters of reinforced concrete ditch covers at road junctions. The final design of such shall be developed by the successful subcontractor in accordance with the details of this SOW, Section 2 Attachment C “technical specifications and conceptual design drawings” and Attachment E “Environmental Mitigation and Monitoring Plan (EMMP)” of this RFP.

### **2.3 LOCATION OF WORK**

Location of the work will be in the fruit market area of Tarin Kot city of Urozgan province as illustrated in Attachment C “conceptual layout plan”, the location coordinates are Lat 32.629328° and Long: 65.872690°. The exact location of the footpaths and side drainage will be finalized and located within the Subcontractor's approved construction drawings as agreed to by RUS and the Municipality of Tarin Kot.

### **2.4 SCOPE OF WORK**

Any resultant subcontract will be supervised by a RAMP-UP South employee, and inspected daily in the field by a designated RAMP-UP South engineer. Additionally, a designated employee of the municipality will make periodic visits and assessments. Completion of a deliverable will be reported in writing and payment requests will be issued after the written report and approval of the municipality is received.

***The period of this contract is to be a maximum of 90 calendar days from the Notice to Proceed.***

The work includes, but is not limited to any and all public outreach and negotiations with citizens and government officials in relation to the construction works, demolition, excavation, backfill, compaction works, miscellaneous trims and finishes, all other appurtenances required for completion and final cleanup. It is the task of the proposing company to identify and anticipate all such works during the proposal writing stage and submit all costs required to fulfill these tasks. Proposals shall detail how the proposing company intend to fully design and construct concrete drainage and tiled sidewalks including the following elements (as a recommended conceptual approach):

- Cut / Fill: cutting and filling for the footpaths, extra fill materials will be used if required for filling.
- Graveling: Laying compacted gravel below the concrete layer (recommended 50 mm thick).
- Sand cement mortar: Laying of sand-cement mortar on top of the compacted gravel layer (recommended 50 mm thick).
- Concrete works: Laying plain cement concrete (PCC) for the 900 meters length of functional side drainage ditches (to adequately transfer waters to approved discharge point), below footpaths, drainage edges and installing 39 meters length of reinforced slabs at level over ditches are road intersections.
- Finishing: Installation of 861 meters total length by 2.8 meters wide of mosaic tiles for side walk finish on top of graded sand-cement mortar with fill materials.

In implementing this project the successful bidding Subcontractor is to furnish all labor, tools, equipment, materials, supplies, manufactured articles, transportation, services (including testing, shipping, fuel, power,



water, and essential communications), and perform all work or other operations required for the fulfillment of the subcontract phases. The Subcontract shall be completed in two distinct phases under which the Subcontractor shall:

### **Planning and Design Phase**

- Develop a detailed Implementation Plan for approval by RAMP-UP South.
- Organize and hold a “kick-off” meeting and site visit with representatives of Tarin Kot Municipality and Bazaar vendors under the supervision of RAMP-UP South.
- Develop and provide final design drawings, documents and technical specifications based on details in this SOW, conceptual design works provided within Attachment C and the environmental mitigation and monitoring measures detailed in Attachment E of this RFP (note that drawings and images provided within this RFP are intended as concepts and basic requirement, not as direct design blue prints for the Subcontractor’s design efforts) for approval by RAMP-UP South. This shall include:
  - Liaising with Municipality of Tarin Kot Engineers to detail exact requirements.
  - Surveying the site and set out the site plan in coordination with Municipality Engineers
  - Providing a complete set of construction design documents including all required profiles and cross sections to fully and clearly depict the construction, including the following:
    - Site plan and layout (existing and proposed)
    - Profiles and cross sections with details
    - Any and all visible and buried utilities such as power cables
  - Installation of a referencing elevation benchmark
  - Developing storm water drainage plan channeling ditch water flow to designated discharge point.
  - Communicate and coordinate all planning and works with all market vendors

### **Construction Phase**

- Coordinate construction works with shop keepers to minimize disruption to business to the greatest extent possible.
- Completely construct the drainage and sidewalks in accordance with the final approved plan and design.
- Provide all required quality assurance and quality control testing through an approved independent third party testing firm as per the approved quality control plan.
- Adhere to the USAID approved Environmental Mitigation and Monitoring Plan as provided in Attachment E.
- Ensure all materials, equipment and fabricated components installed in the project are new and free of defect. The work shall be complete, and all work, materials, and services not expressly indicated or called for in the Scope of Work which may be necessary for the completion and proper design of the work in good faith shall be provided by the Subcontractor.
- Obtain from the municipality approval of work location, provide progress report, provide construction completion report and provide final invoices

In addition, for the duration of the subcontract performance period, the Subcontractor shall:

- Employ and continuously maintain site supervision and security staff at site location;

- Provide and maintain a supply of potable drinking water, shelter from the elements and sanitary relief facilities for its employee's onsite;
- Provide their own temporary sources of electricity and construction water;
- Identify the location of borrow material where required and close any borrow pits in accordance with the requirements of the project EMMP;
- Identify and utilize the Municipality of Tarin Kot City approved discharge site for all demolition, trash and excavated materials in compliance with the project Environmental Mitigation and Monitoring Plan requirements;
- Keep a safe, clean and tidy working site and clean site prior to handover.

## 2.7 Deliverables

The Subcontractor shall deliver to RAMPUP-South the works through the following deliverables, in accordance with the schedule set forth below (Summary table followed by expanded description of deliverables).

### Deliverables Estimated Timeline and Payment Schedule

No.	Deliverable	% of Project	Value (AFN)	Completion Date (est.)
1	Work planning and Design	10%	TBD	End of week 1
1a.	Mobilization and implementation plan			
1b.	Kick off meeting documentation			
1c.	Final design documents			
1d.	Quality control plan			
2	Cut and fill, graveling and ground preparation	20%	TBD	End of week 4
3	Formworks with concrete laying for side drainages.	30%	TBD	End of week 8
4	Finishing with mosaic tiles and site cleanup	30%	TBD	End of week 11
5	Final report and record drawings, acceptance and operational testing	10%	TBD	End of week 12
	<b>TOTAL</b>	<b>100%</b>	<b>TBD</b>	

Submittals	Time Frame
<b>Pre-construction deliverables</b> <ol style="list-style-type: none"> <li>1. Kick-off meeting Memorandum</li> <li>2. Implementation Plan (including Environmental Mitigation and Monitoring compliance Plan)</li> <li>3. Quality Control Plan</li> <li>4. Complete set of approved design documents</li> <li>5. Proposed schedule and work plan</li> </ol>	4 days ahead of Mobilization
<b>Weekly Reporting</b> <ol style="list-style-type: none"> <li>1. Completed records / photographic evidence of completed work</li> <li>2. Work Days reporting</li> <li>3. Updated schedule for remaining work</li> </ol>	Weekly
<b>Monthly Reporting</b> <ol style="list-style-type: none"> <li>1. Monthly progress report (summarizing progress under each deliverable, observations resulting</li> </ol>	Monthly

<p>from weekly inspections, difficulties or irregularities encountered, resolution of problems, recommendations, and other matters related to this subcontract, including updates to the construction schedule.)</p> <p>2. Environmental compliance reporting</p>	
<b>Progress invoices</b>	Based on completion of deliverables schedule
<p><b>Proposed project closeout activities</b></p> <p>1. Facility complete functional testing and acceptance</p> <p>2. Final construction inspection</p>	One week prior to Close-out
<p><b>Close-Out meeting</b></p> <p>1. Proven compliance with project objectives</p> <p>2. Proven complete compliance with Environmental Mitigation and Monitoring Plan and M&amp;E requirements</p>	Project end date

**Deliverable 1: Work Planning and Design**

**1a. Mobilization and Implementation Plan**

The Subcontractor shall develop and deliver a detailed Implementation Plan for review and approval by the Municipality of Tarin Kot and RAMP UP-South prior to the start of work. The Implementation Plan shall include a summary of the design criteria (in accordance with this SOW, Section 2, Attachment C “technical specifications and conceptual design drawings” and Attachment E “Environmental Mitigation and Monitoring Plan (EMMP)” of this RFP), the finalized work schedule (prepared using a Gantt chart); a description of the means and methods to be employed for successful delivery; schedule of material tests to be performed and name of the company that will perform the testing; a listing of all proposed activities with their anticipated duration and the names of responsible personnel; a site safety plan; and a quality control and assurance plan.

The Subcontractor shall submit the Implementation Plan by Email to Chemonics (RAMP UP-South) for review and approval prior to commencement of any work.

**1b. Kick-off Meeting Documentation**

The Subcontractor shall organize and hold a “kick-off” meeting and site visit with representatives of Tarin Kot Municipality and bazaar vendors under the supervision of RAMP UP-South. The purpose of the kick-off meeting is to introduce the Subcontractor to the beneficiaries, identify existing constraints, and review the Implementation Plan for the project. The Subcontractor shall summarize the comments generated during the meeting in a memorandum to serve as the basis for the development of the final design documents for the project. The Subcontractor shall submit the memorandum by Email to Chemonics-RAMP UP-South Component 2 Team Leader for review and approval.

**1c. Final Design Documents**

Along with approval of deliverables 1a and 1b the Subcontractor shall be responsible for the development of final design documents for approval by RAMP-UP South (to be developed by subcontractor based on specifications detailed in this SOW, Section 2, Attachment C “technical specifications and conceptual design drawings” and Attachment E “EMMP” of this RFP). This shall also include materials list, projected project schedule, a job-site accident prevention and safety-health plan, a job-site environmental compliance plan, a jobsite security and quality control plan. The final design documents shall include all drawings, details and technical specifications for the construction of all items associated with the project.

The final design documents shall be submitted for review and approval by RAMP-UP South and the Municipality of Tarin Kot with approved documents incorporated into Subcontract prior to the start of construction work. The Subcontractor shall be responsible for obtaining the approval from Tarin Kot Municipality having jurisdiction over the project area, and pay any and all applicable permitting fees, prior to the start of construction. In the event that RAMP-UP South and or the regulatory agencies find any deficiencies in the Final Design Documents, the Subcontractor shall revise and resubmit until approval is obtained. The final design documents shall be prepared using AutoCAD (release 2006 or newer) and submitted by Email in both .dwg and .pdf formats.

#### **1d. Quality Control Plan**

The Quality Control Plan should outline the tests needed to verify compliance with the technical requirements of the subcontract. The subcontractor shall also provide all quality assurance and quality control testing required as detailed in Section 3 Attachment C of this RFP through an approved independent third party testing firm. The Subcontractor shall photograph (dated) construction operations daily. All critical construction stages, activities and items shall be photographed including, for example, excavations, placement of reinforcements, concrete placement including vibrations, placement of drainage system and other critical areas. The Subcontractor shall provide copies of all inspection reports and photographs to the RAMP UP-South Component 2 Team Leader on a weekly basis. The Subcontractor shall also provide full assistance to RAMP UP South engineers and Municipality engineers in conducting their independent inspection, testing and quality control work.

#### **Deliverable 2 - 5: Construction/Build**

Completion of a deliverable will be reported in writing by the Subcontractor to the RAMPUP-South Component 2 team leader (Nisaratta@rampup-south.org) and payment requests will be issued after the written report and approval of the municipality is received. The Subcontractor shall also submit weekly reports (by close of business every Tuesday) highlighting progress made and number of person-hours (both skilled and unskilled worked during the week) along with all other reporting and related requirements as detailed in table of submittals and SOW.

All construction shall be performed by qualified technicians and as per the approved final design documents stemming from Deliverable 1. The work shall also include the patching or repair of any existing items disturbed by the Subcontractor during construction and related works. The Subcontractor shall be responsible for the disposal, at an approved location as per the EMMP, of all unsuitable material removed from the work area. The Subcontractor shall be responsible for cleaning up the worksite following each workday.

#### **Deliverable 2: Cut and fill, graveling and ground preparation.**

The Subcontractor is to complete cut and fill operations and prepare the ground for gravel laying and lay gravel with adequate compaction as per approved final design documents with required reporting as detailed above.

#### **Deliverable 3: Formwork with concrete laying for side drainage**

The Subcontractor is to accomplish form works (shuttering) for the road side drainage and lay concrete for the 900 meters total length of drainage and under the 2,412m<sup>2</sup> of footpaths as per approved final design documents with required reporting as detailed above.

#### **Deliverable 4: Finishing with mosaic tiles and site cleanup**

The Subcontractor shall finish the top of the 2,412m<sup>2</sup> of footpath surface with mosaic tiles and provide appropriate slope for drainage water to flow unimpeded into drainage ditches in accordance with approved final design documents with required reporting as detailed above.

**Deliverable 5: Final Report and Record Drawings, Acceptance and operational testing.**

The successful completion of this subcontract will result in the construction of the drainage ditches and sidewalk infrastructure consisting of the major features detailed in this SOW and related attachments.

During the implementation of the project, the Subcontractor shall maintain a set of the Final Design Documents upon which all field changes shall be noted. At the conclusion of the work, the Subcontractor shall develop record drawings to accurately reflect 'as-built' conditions of the work associated with this project. The record drawings shall be prepared using AutoCAD (release 2006 or newer) and submitted by Email.

The Subcontractor shall submit a final report summarizing the work associated with the design and construction. The Final Report shall include a copy of the final design documents, record drawings, progress reports, documented compliance with provided Environmental Mitigation and Monitoring Plan in Attachment E, quality control measures employed to ensure quality materials and workmanship, and all submitted evaluation reports. The Final Report shall also include a certification from the Subcontractor that the project was implemented as per the Design Documents and that the installed infrastructure is safe for the intended use. The Subcontractor is responsible for obtaining final completion certification and handover letters from the Mayor of Tarin Kot with this signed letter being included as part of the final report. The Final Report shall be submitted upon the completion and acceptance of the project and be in English and Pashtu in Microsoft Word format.

**SECTION 3: RFP ATTACHMENTS**

---

**ATTACHMENT A: LETTER OF TRANSMITTAL**

*The following letter must be completed and submitted with any offer:*

Date: \_\_\_\_\_ (*insert date*)

To:

Chemonics International Inc.  
USAID/RAMP UP-South

To the attention of:

Grants, Subcontracts and Compliance Team Leader  
RAMP UP – South Kabul, Afghanistan  
applications@rampup-south.org

RE: Letter of Transmittal, RFP FUND-TK-010

(insert name of company) hereby proposes the attached offer to perform all work required for the Final Design and Construction of Footpath and Side Ditches in Tarinkot city, as described in the above referenced RFP. Please find attached our detailed Technical Volume (including past performance information and required certifications) and Cost Volume, as called for in the RFP.

We hereby acknowledge and agree to all of the terms and conditions, special provisions, and instructions included in the above referenced RFP. We further certify that \_\_\_\_(insert name of company)\_\_\_\_, as a firm—as well as the firm’s principal officers and all commodities and services offered in response to this RFP—are eligible to participate in this procurement under the terms and conditions of this solicitation and under USAID regulations.

We hereby certify that the enclosed representations, certifications, and other statements are accurate, current, and complete.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Name and title of authorized representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_

**ATTACHMENT B: REQUIRED CERTIFICATIONS**

**ATTACHMENT B-1: CERTIFICATE OF INDEPENDENT PRICE DETERMINATION, PER FAR 52.203-2 (APR 1985)**

\_\_\_\_\_ (*insert name of company*) (hereinafter called the "offeror")

(a) The offeror certifies that—

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to—

- (i) Those prices;
- (ii) The intention to submit an offer; or
- (iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory—

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or

(2)

(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision \_\_\_\_\_ [insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

\_\_\_\_\_ (*insert name of company*)  
(Offeror)

BY (Signature) \_\_\_\_\_ TITLE \_\_\_\_\_

TYPED NAME \_\_\_\_\_ DATE \_\_\_\_\_

**ATTACHMENT B-2: CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS, PER FAR 52.203-11 (SEP 2005)**

\_\_\_\_\_ (*insert name of company*) (hereinafter called the "offeror")

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989—

(1) 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 his or her behalf in connection with the awarding of this Subcontract;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) 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 his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Chemonics Chief of Party; and

(3) He or she will include the language of this certification in all Subcontract awards at any tier and require that all recipients of Subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this Subcontract imposed by section 1352, Title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form 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.

\_\_\_\_\_ (*insert name of company*)

(Offeror)

BY (Signature) \_\_\_\_\_ TITLE \_\_\_\_\_

TYPED NAME \_\_\_\_\_ DATE \_\_\_\_\_



**ATTACHMENT B-3: TAXPAYER IDENTIFICATION, PER FAR 52.204-3 (OCT 1998)**

\_\_\_\_\_ (*insert name of company*) (hereinafter called the "offeror")

(a) Definitions.

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

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

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

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

(d) Taxpayer Identification Number (TIN).

- TIN: \_\_\_\_\_
- TIN has been applied for.
- TIN is not required because:
  - Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
  - Offeror is an agency or instrumentality of a foreign Government;
  - Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

- Sole proprietorship;
- Partnership;
- Corporate entity (not tax-exempt);
- Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);
- Foreign Government;
- International organization per 26 CFR 1.6049-4;
- Other \_\_\_\_\_

(f) Common parent.

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

Name and TIN of common parent:

Name \_\_\_\_\_  
TIN \_\_\_\_\_

\_\_\_\_\_  
*(insert name of company)*  
(Offeror)

BY (Signature) \_\_\_\_\_ TITLE \_\_\_\_\_

TYPED NAME \_\_\_\_\_ DATE \_\_\_\_\_

**ATTACHMENT B-4: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS, PER FAR 52.209-5 (DEC 2001)**

\_\_\_\_\_ (*insert name of company*) (hereinafter called the "offeror")

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are  are not  presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have  have not , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) Subcontract or Subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property; and

(C) Are  are not  presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has  has not , within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Chemonics Chief of Party if, at any time prior to Subcontract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Chemonics Chief of Party may render the Offeror non-responsive.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an

erroneous certification, in addition to other remedies available to the Government, the Chemonics Chief of Party may terminate the Subcontract resulting from this solicitation for default.

\_\_\_\_\_ *insert name of company* \_\_\_\_\_  
(Offeror)

BY (Signature) \_\_\_\_\_ TITLE \_\_\_\_\_

TYPED NAME \_\_\_\_\_ DATE \_\_\_\_\_

**ATTACHMENT B-5: CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS, PER FAR 52.222-18 (FEB 2001)**

Pursuant to FAR 52.222-18 (Feb 2001), federal contractors who supply products on the Current List of Products and Countries on Executive Order (EO) 13126, published by the Department of Labor must certify that they have made a good faith effort to determine whether forced or indentured child labor was used to produce the items listed. The Current List of Products and Countries on EO 13126 is included on the next page as Attachment B-5a.

\_\_\_\_\_ (*insert name of company*) (hereinafter called the "offeror")

(a) Definition.

Forced or indentured child labor means all work or service--

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a Subcontract the enforcement of which can be accomplished by process or penalties.

(b) Listed end products. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Subcontractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed endproducts from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product:

Listed Countries of Origin:

(c) Certification. Chemonics will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.

- (1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.
- (2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

\_\_\_\_\_ (*insert name of company*)  
(Offeror)

BY (Signature) \_\_\_\_\_ TITLE \_\_\_\_\_

TYPED NAME \_\_\_\_\_ DATE \_\_\_\_\_

**ATTACHMENT B-5A: Current List of Products and Countries on EO 13126 List**

The current list of products was published in the May 31, 2011 Federal Register and includes the following:

<b>Product</b>	<b>Countries</b>
Bamboo	Burma
Beans (green, soy, yellow)	Burma
Brazil Nuts/Chestnuts	Bolivia
Bricks	Burma, China, India, Nepal, Pakistan
Carpets	Nepal, Pakistan
Coal	Pakistan
Coca (stimulant plant)	Colombia
Cocoa	Cote d'Ivoire, Nigeria
Coffee	Cote d'Ivoire
Cotton	Benin, Burkina Faso, China, Tajikistan, Uzbekistan
Cottonseed (hybrid)	India
Diamonds	Sierra Leone
Electronics	China
Embroidered Textiles (zari)	India, Nepal
Garments	Argentina, India, Thailand
Gold	Burkina Faso
Granite	Nigeria
Gravel (crushed stones)	Nigeria
Pornography	Russia
Rice	Burma, India, Mali
Rubber	Burma
Shrimp	Thailand
Stones	India, Nepal
Sugarcane	Bolivia, Burma
Teak	Burma
Textiles (hand-woven)	Ethiopia
Tilapia (fish)	Ghana
Tobacco	Malawi
Toys	China

**ATTACHMENT B-6: CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING, PER FAR 52.223-13 (AUG 2003)**

\_\_\_\_\_ (*insert name of company*) (hereinafter called the "offeror")

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for Subcontract award.

(b) By signing this offer, the offeror certifies that—

(1) As the owner or operator of facilities that will be used in the performance of this Subcontract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this Subcontract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: [*Check each block that is applicable.*]

(i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

(ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094.

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), or 5169, or 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

(v) The facility is not located in the United States or its outlying areas.

\_\_\_\_\_ (*insert name of company*)  
(Offeror)

BY (Signature) \_\_\_\_\_ TITLE \_\_\_\_\_

TYPED NAME \_\_\_\_\_ DATE \_\_\_\_\_

**ATTACHMENT B-7: EVIDENCE OF RESPONSIBILITY**

\_\_\_\_\_ (*insert name of company*) \_\_\_\_\_ (hereinafter called the "offeror")

The offeror hereby certifies the following:

**1. Authorized Negotiators**

The Company Name proposal in response to RFP No. FUND-TK-010 may be discussed with any of the following individuals. These individuals are authorized to represent Company Name in negotiation of this offer in response to RFP No. FUND-TK-010.

List Names of Authorized signatories

These individuals can be reached at Company Name office:

Address  
Telephone/Fax  
Email address

**2. Adequate Financial Resources**

Company Name has adequate financial resources to manage any Subcontract resulting from this offer.

**3. Ability to Comply**

Company Name is able to comply with the proposed delivery of performance schedule having taken into consideration all existing business commitments, commercial as well as governmental.

**4. Record of Performance, Integrity, and Business Ethics**

Company Name's record of integrity is outstanding. Company Name has no allegations of lack of integrity or of questionable business ethics. Our integrity can be confirmed by our references in our Past Performance References, contained in the Technical Volume.

**5. Organization, Experience, Accounting and Operational Controls, and Technical Skills**

(Offeror should explain which department will be managing the contract, type of accounting and control procedure they have to accommodate the Subcontract type.)

**6. Equipment and Facilities**

(Offeror should state they have necessary facilities and equipment to carry out the Subcontract.)

**7. Eligibility to Receive Award**

(Offeror should state that they are qualified and eligible to receive an award under applicable laws and regulation and if they have performed work of similar nature under similar mechanisms for USAID. They should provide their DUNS number here as well, if applicable.)

**8. Commodity Procurement**

Not applicable to this RFP.



**9. Cognizant Government Audit Agency**

(Offeror should provide name, address, phone of their auditors, and whether it is DCAA or independent CPA, if applicable)

**10. Acceptability of Subcontract Terms and Conditions**

The offeror has reviewed the solicitation document and attachments and agrees to the terms and conditions set forth therein.

**11. Organization of Firm**

(Offeror should explain how their firm is organized – for example regionally or by technical practice)

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Name and title of authorized representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**ATTACHMENT B-8: COMPANY DETAILS & FINANCIAL CAPACITY**

Year the company was established under current business name: \_\_\_\_\_

Did company have previous business name or associations, i.e. Joint Venture, Partnership, etc:

Yes (Include Type): \_\_\_\_\_ No: \_\_\_\_\_

How many years was your organization in business under the above business name or association:

Former name and/or years: \_\_\_\_\_

**Please check appropriate box**

Indicate whether organization is:

Sole Trader

Joint Venture

Partnership

Limited Liability Company

**AISA Registration (*attach AISA registration certificate*)**

AISA Number:

Expiration Date:

**If a Partnership, list details of all current partners**

Full Name

Address

**In what other types of business are you financially engaged?**

1.

2.
3.

List the annual gross revenue in AFA generated from work for the current year to date and the previous *five* (5) years:

**\*\*Annual gross revenue is the amount in AFA generated by your company prior to any payouts or expenses i.e. you received AFA 25,000,000 (Revenue) to do a project of that you pay out for salaries, overhead, Subcontracts, etc. the amount of AFA 20,000,000 (Expenses) generating a profit of AFA 5,000,000.**

Type of Construction	Current Year to Date	2012	2011	2010	2009	2008
<b>Roads</b>						
<b>Bridges</b>						
<b>/Buildings</b>						
<b>Canals</b>						
<b>Dams</b>						
<b>Total</b>						

**If a Joint Venture, complete the following.**

1. Are you registered as a joint venture with AISA? If yes, provide a copy of the certificate. If not, provide a copy of the Joint Venture agreement between the two parties.

2. Describe the proposed role of each Joint Venture member in the project.

## **ATTACHMENT C: TECHNICAL SPECIFICATIONS AND CONCEPTUAL PLANS AND DESIGN DRAWINGS**

Proposals must describe in detail the offerors proposed plan for the work incorporating the following specifications and works as a minimum, or provide alternative plans which must meet or exceed these requirements (which must be approved by RAMP UP South (RUS) prior to contract award).

### **1. Design**

- 1.1. Provide a complete set of construction design documents including all required plan views, elevations, and section to fully and clearly depict the construction, including the following:
  - 1.1.1. Site plan and layout (existing and proposed)
  - 1.1.2. Profiles and cross sections with details
  - 1.1.3. Any and all visible and buried utilities such as power cables
  - 1.1.4. A referencing elevation benchmark
- 1.2. Liaise with Municipality of Tarin Kot Engineers to detail exact requirements.
- 1.3. Develop a storm water drainage plan channeling ditch waster flow to designated discharge point.
- 1.4. Communicate and coordinate all planning and works with all market vendors
- 1.5. Drawings and images provided within this RFP are intended as concepts and basic requirement, not as direct design blue prints for the Subcontractor's design efforts. These do however represent the minimum design and construction requirements.

### **2. General Site works**

The subcontractor shall:

- 2.1. Clean and remove all existing debris from the project site, removing the debris to an approved offsite location.
- 2.2. Provide trash bins onsite for collection and storage of job-created trash. These trash bins and other accumulated debris shall be removed at least weekly from the project site and shall be properly disposed of at an approved offsite location.
- 2.3. Provide necessary barricades in order to protect the project site, the Subcontractor's equipment, the Subcontractor's laydown yard and other items.
- 2.4. Temporarily install a sign of 122 cm width by 244 cm length by 20 mm thickness at a location very visible to the public to state the reason for this project, with the owner to be the Municipality of Tarin Kot City. Pashto shall be the only sign language. At time of Substantial Completion acceptance, the Subcontractor shall remove this sign and patch any fastening/mounting holes.
- 2.5. Provide any necessary site security (including temporary site access fencing) and install a sign, at a location very visible to the public, to state the reason for this project, with the owner to be the Municipality of Tarin Kot.
- 2.6. Furnish and install a site layout staking plan with all main locations staked including all roads, drainages, road junctions and walkways. Once staked, the site shall be inspected by the municipality of Tarin Kot and RAMP UP South Engineers to validate locations.
- 2.7. Minimize obstruction and inconvenience to the public.
- 2.8. Assume responsibility for the safe conduct of traffic through or around the work site, 24 hours a day, from possession of the site to Practical Completion of all works.

- 2.9. Ensure that through traffic has access at all times and sufficient traffic control measures are in place to ensure safe passage for the duration of the works.
- 2.10. Maintain access to adjacent properties and side roads at all times to a level appropriate for the type and frequency of traffic.
- 2.11. Maintain existing roads where used for the purpose of diverting public traffic during the Contract until traffic is transferred to completed sections of the Work.
- 2.12. Maintain existing roads to a condition equivalent to the condition existing at the commencement of the Contract.
- 2.13. Determine side track or bypass locations and alignments

### **3. Cut / Fill**

- 3.1. The sub contractor is to cut the existing upper portions of the sidewalks using grader and/or manpower and level the surface according to final design plan.
- 3.2. The sub contractor is to fill the areas below the ground level with the cut materials and extra materials are to be brought in places where required.
- 3.3. Horizontal and vertical slopes shall be given to the footpath surface according to the final approved design drawings and specifications.
- 3.4. All unserviceable materials that cannot be used for filling (fine mud, sand and others) shall be removed from the site and transported to locations approved by local authorities.
- 3.5. After the cut and fill the sub-surface of the footpath shall be well compacted to 90 % of MDD. Extra materials are to used for filling if needed having CBR greater than 10 %

### **4. Concrete**

- 4.1. All footpaths constructed in concrete, shall minimally be governed by the following stipulations:
  - 4.1.1. The cement shall be Portland cement, type V, Sulfate Resistant, verified by submitted manufacturer's printed information.
  - 4.1.2. The aggregates shall be of neutral chemical contrast with the cement, to not be chemically adverse to the concrete mix. This check shall be substantiated in writing by the ready-mix concrete supplier.
  - 4.1.3. The basic concrete design shall be submitted to and approved before use, with each concrete mix. This check shall be substantiated in writing with each concrete mix design to be also submitted and reviewed before use.
  - 4.1.4. The use of additives will be allowed, with submittal approval.
  - 4.1.5. Ambient air and concrete temperatures shall be recorded. Concrete will not be placed when the concrete and/or ambient air temperature is below 5° C or above 30° C.
  - 4.1.6. A minimum thickness of 6-mil plastic sheeting shall be placed between the Sub-Base and concrete to prevent loss of moisture at all locations.
  - 4.1.7. Form work will be constructed and braced robustly and accurately enough to support the weight of the wet concrete, pouring and finishing operations and to ensure the finished dimensions are of the required size. Forms will be deep enough to fully support the nominal thickness of the slab. Formed surfaces will be free of twists and bows; all intersections, lines and angles being square, plumb and true. Form work will be constructed to prevent

loss of grout and will be secured tight against adjacent concrete to prevent formation of steps and will be coated in oil to aid in striking. All cast concrete will have a tolerance of +6mm over any 3m distance.

- 4.1.8. Elevated form work shall be adequately shored so that local sags and/or deflections do not occur during the placement of the concrete. Shoring shall not be removed for a minimum period of seven days.
  - 4.1.9. As the concrete is poured, the slurry shall be vibrated to achieve consolidation and to remove air pockets and bubbles that may weaken the structural integrity of the mix. Concrete will be consolidated using hand-operated vibrators. The vibrators shall be inserted into the concrete to a depth that will provide the best full-depth settlement, but not less than 50 mm to the sub-base. **EXCESSIVE VIBRATION WILL NOT BE PERMITTED.** No water will be added to increase workability.
  - 4.1.10. All finishing operations will be carried out at optimum times in relation to the setting and hardening of the concrete, concrete surfaces will not be wet down to aid surface working, nor will cement be sprinkled on the poured surface. Hand and/or skip floats will be used to make the surface even with no ridges or steps. Finishing trail will be used to achieve a smooth surface and then the specified curing will immediately be allowed to resume. After eliminating surface blemishes with scraping straightedges and before the commencing of curing operations, the concrete will receive no other special treatments other than finishing operations, unless denoted otherwise.
  - 4.1.11. The concrete of flat slabs will be finished with a bull float. Special consideration will be given to the placing of concrete in hot and cold weather and, if required, approved retarders and strict use of curing screens will be used. All surfaces will be clean, contain no debris or free water, unfrozen and free of frost.
  - 4.1.12. Surface evaporation from concrete surfaces will be prevented by covering with heavy polyurethane sheeting as soon as practicable after completion of finishing, removing only to permit any further finishing operations and replacing immediately thereafter. A small berm of earth may be placed around the extreme edge of the recently-poured slab and a small reservoir may be created to keep the humidity on top of the slab at a higher level than ambient humidity. The use of sprayed or mixed curing compounds will be considered and, if required, the type of compound and application rates agreed to by the COR.
- 4.2. Joints
- 4.2.1. All concrete footpath features which require construction and/or expansion joints shall be planned with joints by drawing detail.
  - 4.2.2. Construction joints will be butt joints with or without embedded/tooled niches to receive joint sealant, as stipulated per the plans. Traverse construction joints will be formed when placing concrete stops for periods greater than 90 minutes. Steel dowels through the construction joint shall be as stipulated on the approved plans.
  - 4.2.3. Sawn contraction joints will be cut to a depth of 1/4th of the slab thickness and not more than 4mm in width. Contraction joints will be cut not more than 24hrs after the completion of finishing operations. Contraction joints will be placed at maximum of 4m centers across the slabs to create a checker board effect and allow a good area for expansion and contraction. Dowel steel through the sawn contraction joint shall be as stipulated on the plans.
  - 4.2.4. Expansion joints will be made of pre-formed cork board or any other acceptable concrete joint filler board material that is placed prior to laying the concrete and held rigidly in place against the form. Both edges of the joint will be square, created by removable temporary joint mold piece. Load transfer steel dowels shall be smooth and greased to one side, to

accommodate slab movement into and away from the joint. The ends of the dowels shall receive an expansion cap, to create space on one end of the dowel.

**5. Graveling**

- 5.1. Lay river gravel 50 mm thick on the prepared ground of the footpaths and under the foundations of the concrete drawing as indicated in the conceptual drawings.
- 5.2. The gravel shall be leveled and adequately compacted prior to placement of sand-cement mortar.
- 5.3. 5 to 15 mm diameter river gravel is to be used, bigger size than 15mm shall be removed.
- 5.4. Small hand compactor or other approved method shall be used to compact gravel.

**6. Mosaic Tiles**

- 6.1. Place mosaic tiles on the prepared ground according to the final designs.
- 6.2. The mosaic tiles shall be precast and of best available market quality.
- 6.3. The approximate dimensions of the mosaic tiles shall be 30 cm long by 30 cm wide by 3 cm thick or similar approved dimensions available in market shall be used.
- 6.4. The voids between tiles after placement shall be filled with clean sand or fine gravel.
- 6.5. Each line of tiles is to be placed with correct slope that look very smooth and leveled and easily allow flow of rain water to the PVC pipes.

**7. Drainage edges and precast RCC slabs**

- 7.1. A 15 cm thick concrete to be installed to the edges of the existing built drainage to support the new footpath edges as described in the conceptual drawings.
- 7.2. Precast reinforced slabs are to be installed in the intersections as described in conceptual drawings. These, and the supporting ditch must be designed to withstand vehicle loads and be flush with the existing road surface.
- 7.3. The sizes of the precast reinforced slabs are to be 70 cm long by 50 cm wide by 15 cm thick
- 7.4. The placement of the slabs shall be accurate that no big voids remain in between two slabs.

## CONCEPTUAL DESIGN DRAWINGS

1. Conceptual drawings are available for viewing and download in .pdf format from:

<https://www.dropbox.com/s/e5bjnv2yi3tt9gk/10-TK-Footpath%20and%20Side%20Drainage%20Drawings.pdf>

Alternatively please request the drawings by email on [applications@rampup-south.org](mailto:applications@rampup-south.org) or they can be delivered to Potential Offerors during the mandatory Pre-Bidding meeting on CD upon request.



**ATTACHMENT D: BID SHEET**

1. The Offeror shall complete the budget format detailing the cost elements that comprise the lump sum offer prepared in accordance with the instructions, terms and conditions, scope of work and specifications herein.
2. The quantities set forth in the Bid Sheet are believed to represent the character of the work to be carried out and are given for the purpose of enabling RAMPUP - South to compare proposals on an equal basis. There is no guarantee to the Offeror that it will be required to carry out the quantities of work indicated under any one particular Item or group of Items in the Bid Sheet, although in the Subcontract as a whole the quantities are believed to represent the overall value of the work to be carried out.
3. The prices and rates proposed by the Offeror and inserted in the Bid Sheet will be used for valuing the work proposed and may be used by RAMPUP - South to measure additional requirements to the scope of work of the subcontract.
4. The prices and rates proposed by the Offeror and inserted in the Bid Sheet are to be the full inclusive costs of the work described under the Items, complete in place and in accordance with the Specifications, including all costs and expenses which may be required in and for the construction of the work described, together with any temporary work and installation which may be necessary and all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based.
5. The brief description of the Items given in the Bid Sheet are purely for the purpose of identification and in no way modify or supersede the detailed descriptions given in the Scope of Work, Specifications, Drawings, and subcontract terms and conditions. When pricing Items, reference is to be made to the Scope of Work, Specifications and Drawings, and subcontract terms and conditions for the full directions and descriptions of work and materials
6. The following bid sheet presents the line items identified to complete the project as per the conceptual design drawings. Bidders shall use these suggested items if they believe they correctly represent their own bid design criteria and costs. If a suggested line item does not meet the bidders proposal then that line item shall be scored through with no cost given and, if required, an alternate line item shall be written in line 12 (and up) with appropriate description detail, unit, quantity, unit cost and line item total cost correctly given. Additional lines may be inserted if required.

<b>Bid Sheet - Tarin Kot Footpath and Side Drainage</b>					
<b>No.</b>	<b>DESCRIPTION OF ITEM</b>	<b>UNIT</b>	<b>QTY.</b>	<b>AFN/UNIT</b>	<b>LINE TOTAL</b>
<b>GENERAL ITEMS</b>					
1	Preparation and submittal of final design documents. Including kick-off meeting, implementation plan, alignment survey and staking.	LS	1		
2	Mobilization of Contractor to site - temporary utilities; development of safety, quality control and environmental compliance plans with submittal for approval.	LS	1		
3	Providing continuous site maintenance of access road, trash collection & removal, employee water, temporary utilities - all temporary construction aids, plus project management, progress reports, project schedules, attendance rosters	Month			
4	Demobilization from site, to include final cleanup, removal of temporary features such as utilities, security fences, dumpsters	LS	1		
5	Project closeout documents, to include as-built drawings	LS	1		
<b>GENERAL SITE ITEMS</b>					
6	Cleaning of site from debris, waste and all un-needed materials prior to ground preparation.	M <sup>2</sup>	2,412		
7	Cut and fill works for the footpaths and compacting of under footpaths ground to 95% of FDT (Field dry density) test	M <sup>2</sup>	2,412		
<b>MAIN FOOTPATH AND SIDE DITCH ITEM</b>					
8	Concrete drainage construction to include all necessary works; excavating, graveling, shuttering, concrete, concrete curing and providing sufficient slope.	ML	900		
9	All items of footpath to include graveling, mosaic tiles, sand cement mortar, and joint filling materials (fine gravel or sand).	M <sup>2</sup>	2,412		
10	PCC concrete edging (kerbing) for support of footpath edges and street edges supporting slabs (this includes existing drainages edges installation)	M <sup>3</sup>	20		

11	Provision and installation of precast reinforced slabs to be installed over ditches at street junctions as indicated in the conceptual design (each 50cm length x 80cm width x 15cm thick)	No	77		
<b>BIDDERS ADDITIONAL AND/OR ALTERNATE ITEM COSTS (if required, justification to be given for use)</b>					
12					
13					
	<b>Estimated Cost in Afghani =</b>				<b>AFN</b>

**ATTACHMENT E: EMPR – MITIGATION MEASURES**

1. Mitigation Measures are available for viewing and download in .pdf format from:

Tarin Kot City Footpaths Side Ditches Adverse Impact Mitigation Measures

<b>ISSUE</b>	<b>IMPACT</b>	<b>MITIGATION MEASURES</b>
<b>PHYSICAL, CHEMICAL AND BIOLOGICAL IMPACTS</b>		
<b>Noise increase</b>	Noise increase will occur due to constructing work that includes demolition of existing concrete structures, site clearing and removal of all existing debris from the project site.	Construction activities will be undertaken during peak ‘rush-hours’ which in Tarin Kot are between 0800 and 1700, so as not to disturb nearby communities.
<b>Air pollution</b>	Fugitive dust generation in and around the construction site will cause change in local air quality during the project construction stage.	Generation of dust during construction will be mitigated as follows: <ul style="list-style-type: none"> <li>• Sub-contractors will be required to spray water on site during windy conditions.</li> <li>• Trucks carrying earth, sand or stone will be covered with tarpaulin to avoid material spilling.</li> </ul>
<b>Traffic congestion</b>	Transporting of construction materials to the project construction site and removal of debris to disposal site using small trucks could cause traffic congestion during peak periods.	Traffic congestion will be mitigated by ensuring that use of transport vehicles during peak traffic hours (0700 – 0800 and 1700 – 1800) is avoided, where possible.
<b>On-site soil erosion</b>	Ground excavations for construction of concrete structures will introduce plenty of loose soil on the ground surface, causing increased erosion due to wind, and increasing dust in the project area.	On-site soil erosion will be mitigated by stockpiling all the removed soil for ease of return, and spraying water on the site during construction stage.

<b>Off-site soil Erosion</b>	Water drained from the side ditches will cause increased erosion in the disposal areas, if not properly directed.	Off-site soil erosion will be prevented by ensuring that the drained water is disposed off in a water canal or a river.
<b>Bio-diversity losses</b>	Clearing of the scattered vegetation along the footpath and side ditches construction routes will contribute to bio-diversity losses.	Bio-diversity losses will be mitigated by stock piling and returning the soil removed during the ground clearing, site excavations, gravel layering, and installation of concrete structures for site restoration after completion of the project activities.

**SOCIAL AND CULTURAL IMPACTS**

<b>Conflict due to water use competition</b>	Increased abstraction of water from the nearby community water wells for sand and water mixing, and for site spraying to reduce the generation of dust could cause water use conflicts with the local community, especially during the dry seasons when water yields in the wells are likely to be low.	Water tankers will be used during the dry season for supplying water for sand and cement mixing, and for site spraying to reduce dust generation, to minimize conflict occurrence.
<b>Conflict due to employment competition</b>	Employment opportunities available during the project construction period could attract people from outside the local community and cause conflict.	Recruitment of employees will be mainly sourced from the local community, except for highly skilled labor, if not locally available, to prevent conflicts.

Tarin Kot City Footpaths and Side Ditches Environmental Mitigation and Monitoring Plan (EMMP)

<b>Sub-Activity</b>	<b>Mitigation Measure(s)</b>	<b>Monitoring Indicator(s)</b>	<b>Project Phase (construction/post construction)</b>	<b>Monitoring Frequency</b>	<b>Party(ies) Responsible</b>
<b>Constructing work that includes use of heavy machinery for demolition of existing concrete structures, ground excavations, site clearing and</b>	Prevention of noise disturbance from affecting nearby communities by working only during working hours (8:00 a.m. to 5:00 p.m.).	Regular checking before 8:00 a.m. and after 5:00 p.m. to ensure that no construction work is being done.	Construction phase.	Daily	Contractor

<b>removal of all existing debris from the project site.</b>	Prevention of air pollution by generated dust through construction site spraying with water before commencement of work activities.	Regular checking before work starts to confirm that water has been sprayed on construction site.	Construction phase	Daily	Contractor
	Prevention of air pollution by smoke from the burning of construction waste and debris.	Regular checking to ensure that no burning of any solid waste material is taking place at the construction site.	Construction phase	Daily	Contractor
	Prevention of worker injury due to mishandling of tools and building materials by providing protective equipment, and having a well equipped First-Aid Kit at the project site.	Regular checking during working hours to ensure that workers are wearing the provided safety equipment, and a First-Aid Kit is in place..	Construction phase	Daily	Contractor
	Prevention of spread of diseases due to poor disposal of human waste by constructing temporary latrines at the project site.	Checking before the commencement of project construction activities to ensure that a temporary latrine is available, where necessary,	Construction phase	Begging of project	Government Official
	Prevention of on-site soil erosion due to wind.	Regular checking before work starts to confirm that	Construction phase	Daily	Contractor

	Prevention of off-site soil erosion due to wind.	<p>water has been sprayed on construction site, to minimize soil erosion to wind.</p> <p>Checking to ensure that structures for final disposal of water drained from the side ditches into water canals, dams, rivers, etc. are in place.</p>	Construction phase	Weekly	Government Official
<b>Transportation of construction materials and solid waste</b>	Prevention of traffic congestion during the transportation of construction materials and debris by avoiding the peak rush hours from 7:00 a.m. to 8:00 a.m. and 5:00 p.m. to 6:00 p.m.	Regular checking during the peak rush hours to ensure that no transportation of debris is taking place.	Construction Phase	Daily	Contractor
<b>Construction of soil borrow pits</b>	Prevention of occurrence of water-borne diseases due to creation of breeding opportunities for disease vectors (e.g. snails, etc.) after collection of water in abandoned borrow pits.	Checking after completion of the footpath and side ditches construction to ensure that all soil borrows pits are filled up with soil and the area planted with local vegetation after completion of the project to minimize or prevent the occurrence of water-borne diseases.	Construction phase.	End of the project	Governmental Official

<p><b>Recruitment of project workers during project construction</b></p>	<p>Prevention of conflicts due to recruitment of workers from outside the local community by recruiting only the locals.</p>	<p>Regular checking during the project construction phase to ensure that only the locals are recruitment for work.</p>	<p>Operational phase</p>	<p>Weekly</p>	<p>Governmental Official</p>
<p><b>Drawing water for spraying on the project site during construction to prevent dust, and for sand and cement mixing.</b></p>	<p>Prevention of water use conflict due to competition for water with local communities, especially during the dry seasons, by drawing water with tankers, from other sources.</p>	<p>Regular checking during the dry seasons to ensure that water for the project is being sourced from elsewhere with tankers.</p>	<p>Operational phase</p>	<p>Daily</p>	<p>Government Official</p>

Additionally, forms and tables can be obtained by emailing [applications@rampup-south.org](mailto:applications@rampup-south.org)) or will be delivered to Potential Offerors during Pre-Bidding meeting on CD.\



**SECTION 4: FIXED PRICE SUBCONTRACT TERMS AND CONDITIONS**

In the event of a Subcontract award resulting from an offer submitted in response to this RFP, the following terms and conditions will apply. Chemonics, at its own discretion, reserves the right to modify these terms.

**FIXED PRICE DESIGN/BUILD SUBCONTRACT**

For

**Regional Afghan Municipalities Program for Urban Populations (RAMP UP) – South  
USAID PRIME CONTRACT NO 306-C-00-10-00527-00**

**SECTION A: SUBCONTRACT FORM**

<b>Issued by:</b> Chemonics International Inc. 1717 H St. NW Washington D.C. 20006 (hereinafter referred to as Chemonics)	<b>Issued to:</b> [Company Name] [Address]  (hereinafter referred to as Subcontractor)
<b>Effective Date of Subcontract:</b>	[Date]
<b>Subcontract Type:</b>	<b>Fixed-Price Construction</b>
<b>Period of Performance:</b>	[Dates]
<b>Subcontract Price:</b>	AFA [XXXX] (\$ XXXXXX)
<b>Subcontract Number:</b>	[XXXXXXXX]

<b>Contents</b>	<b>Page</b>
Part I – Subcontract Schedule	
A Subcontract Form/Table of Contents	42 - 45
B Supplies, Services and Price	45 - 48
C Description - Specifications	49 - 51
D Branding and Marking	52
E Inspection and Acceptance	53 - 61
F Deliveries or Performance	62 - 64
G Subcontract Administration Data	65 - 71
H Special Subcontract Requirements	72 - 80
Part II - Subcontract Clauses	
I Clauses Incorporated By Reference	81 - 88
Vetting Order Clauses	
Part III – Subcontract Attachments	
J. List of Attachments	90
1. Statement of Work, Technical Specifications and Drawings	91
2. Bid Sheet	92
3. Construction Schedule	93
4. Subcontractor Certification for Invoices Form	94
5. Subcontractor’s Final Release Certificate Form	95
6. Additional Terms and Conditions	
7. Laborer’s Attendance and Payment Sheet Form Certification of Acknowledgment of Labor Documentation	96 97
8. Certification of Non-Consent to Subcontract	98
9. Certification of Acknowledgment of Labor Documentation	
10. Certification and Disclosure Regarding Payments to Influence certain Federal Transactions	99

11. Certification Regarding Debarment, Suspension, Proposed Debarment and Other Responsibility Matters	100
12. Environmental Mitigation Measures	102
13. Approved Final Design, Drawings, Technical Specifications and Implementing Plan	

This Subcontract contains all covenants, stipulations, provisions, terms, and conditions, as agreed to by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement representation, promise or agreement not set forth herein. Only duly authorized individuals named herein, or their designees are to open dialogue regarding any changes that may later amend this Subcontract in writing and are mutually agreed to.

The rights and obligations of the parties to this Fixed Price Subcontract shall be subject to and governed by the provisions and specifications attached or incorporated by reference herein, and executed by both parties. This Subcontract incorporates in full force, the meaning and effect, (1) all conditions, provisions, specifications, as stated in the body of this Subcontract; (2) all attachments to this document; and (3) any laws, codes, regulations, clauses, specified herein by reference.

FOR:

<i>Chemonics International Inc.</i>	<i>[Company Name]</i>
<i>Christopher R. Smith</i>	<i>[Name]</i>
<i>Title: Sr. Vice President, Contracts</i>	<i>Title:</i>
<i>By:</i>	<i>By:</i>
<i>Date Signed:</i>	<i>Date Signed:</i>
<i>Place Signed: Washington, DC</i>	<i>Place Signed:</i>

Chemonics is an Equal Opportunity Employer and we do not discriminate on the basis of race, color, sex, national origin, religion, age, equal pay, disability and genetic information.

**END OF SECTION A**

## ***TABLE OF CONTENTS***

---

### **PART I**

#### **SECTION A. SUBCONTRACT FORM**

#### **SECTION B. SUPPLIES, SERVICES AND PRICE**

- B.1 Acronyms and Definitions
- B.2 Project Background
- B.3 Subcontract Purpose
- B.4 Subcontract Type and Services
- B.5 Total-Fixed Price
- B.6 Period of Performance
- B.7 Authorization to Proceed and Commence Work
- B.8 Project review meetings
- B.9 Key Personnel
- B.10 Deliverable and Payment Schedule
- B.11 Retention

#### **SECTION C. DESCRIPTION – SPECIFICATIONS**

- C.1 Scope of Work
- C.2 Background
- C.3 Acronyms & Definitions
- C.4 Codes and Standards
- C.5 Location of Work
- C.6 Project Implementation and General Project Requirements
- C.7 Expected Results
- C.8 Environmental Compliance
- C.9 Monitoring and Evaluation

#### **SECTION D. BRANDING AND MARKING**

#### **SECTION E. INSPECTION AND ACCEPTANCE**

- E.1 Superintendence by the Subcontractor
- E.2 Material and Workmanship
- E.3 Differing Site Conditions
- E.4 Schedules for Construction Subcontracts
- E.5 Quantity Surveys
- E.6 Layout of Work
- E.7 Specifications and Drawings for Construction
- E.8 Permits and Responsibilities
- E.9 Progress Reports
- E.10 Reporting and Technical Direction
- E.11 Workmanship and Quality Control
- E.12 Remedial Work
- E.13 Substantial Completion
- E.14 Correction of Defects
- E.15 Final Completion and Acceptance

#### **SECTION F. DELIVERIES OR PERFORMANCE**

- F.1 Option to Extend the Term of the Subcontract
- F.2 Labor Documentation

- F.3 Non-consent to Subcontract
- F.4 Termination of Subcontract
- F.5 Default
- F.6 Changes
- F.7 Subcontractor Performance
- F.8 Variation in Estimated Quantity

**SECTION G. SUBCONTRACT ADMINISTRATIVE DATA**

- G.1 Relationship between the Parties
- G.2 Notices
- G.3 Authorized Representatives
- G.4 Payment Terms - Payments
- G.5 Invoices Requirements
- G.6 Taxes and Duties
- G.7 Governing Language
- G.8 Compliance with Applicable Laws and Standards
- G.9 Disputes and Arbitration
- G.10 Indemnity and Subcontractor Waiver of Benefits
- G.11 Force Majeure
- G.12 Organizational Conflicts of Interest
- G.13 Liquidated Damages
- G.14 Set Off
- G.15 Assignment and Delegation

**SECTION H. SPECIAL SUBCONTRACT REQUIREMENTS**

- H.1 Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements
- H.2 Operations and Storage
- H.3 Use and Possession Prior to Completion
- H.4 Cleaning Up
- H.5 Accident Prevention
- H.6 Availability and Use of Utility Services
- H.7 Antiquities
- H.8 Audit and Records
- H.9 Authorized Geographic Code
- H.10 Certification and Insurance Coverage
- H.11 Terrorist Financing Prohibition
- H.12 Subcontracting with Subcontractors Debarred, Suspended, or Proposed for Debarment
- H.13 Anti-Kickback (Corruption) (Ref FAR Clause 52.203-7 Anti-Kickback Procedures (JUL 1995))
- H.14 Minimum Age and Hours of Employment
- H.15 Security
- H.16 Prohibition on Assistance to Drug Traffickers
- H.17 Restrictions on Certain Foreign Purchases (FAR 52.225-13)
- H.18 Compliance with U.S. Export Laws
- H.19 Non-Discrimination, Affirmative Action and Anti-Boycott Compliance
- H.20 Compliance with U.S. Anti-Corruption Regulations
- H.21 Excusable Delays
- H.22 Protecting Chemonics' Interests when Subcontractor is Named on Suspected Terrorists or Blocked Individuals Lists, Ineligible to Receive USAID Funding, or Suspended, Debarred or Excluded from Receiving Federal Funds

**PART II - SUBCONTRACT CLAUSES**

- SECTION I. CLAUSES INCORPORATED BY REFERENCE**
- I.1 FAR Clauses
  - I.2 AIDAR Clauses
  - I.3 Design Within Funding Limitations (52.236-22)
  - I.4 Responsibility of the Architect-Engineer Subcontractor (FAR 52.236-23)
  - I.5 Miscellaneous
  - I.6 VETTING ORDER CLAUSES

**PART II - ATTACHMENTS**

- SECTION J. LIST OF ATTACHMENTS**
- J.1 Statement of Work, Technical Specifications and Drawings
  - J.2 Bid Sheet
  - J.3 Construction Schedule
  - J.4 Subcontractor Certification for Invoices Form
  - J.5 Subcontractor's Final Release Certificate Form
  - J.6 Additional Terms and Conditions
  - J.7 Laborer's Attendance and Payment Sheet Form
  - J.8 Completed Certification of Non-Consent to Subcontract
  - J.9 Completed Certification of Acknowledgment of Labor Documentation
  - J.10 Completed Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions
  - J.11 Completed Certification Regarding Debarment, Suspension, Proposed Debarment and Other Responsibility Matters
  - J.12 Environmental Mitigation Measures
  - J.13 Approved Final Design, Drawings, Technical Specifications and Implementing Plan

## **SECTION B. SUPPLIES, SERVICES AND PRICE**

### **B.1 Acronyms and Definitions**

The following acronyms and definitions apply to this Subcontract:

RAMP UP – South	Regional Afghan Municipalities Program for Urban Populations – South
CFR	Code of Federal Regulations
COP	Chemomics Chief of Party
FAR	Federal Acquisition Regulations
GIRoA	Government of the Islamic Republic of Afghanistan
US	United States
USAID	United States Agency for International Development
USG	United States Government
VAT	Value Added Tax
935	USAID Geographic Code 935, as defined in 22 CFR §228.03

### **B.2 Project Background**

The purpose of the Regional Afghan Municipalities Program for Urban Populations (RAMP UP) - South is to create effective, responsive, democratic, transparent, accountable, and gender sensitive municipal governance in targeted municipalities throughout the country. RAMP UP - South is working to: (1) increase the capacity of Government of the Islamic Republic of Afghanistan (GIRoA) municipal officials, (2) markedly improve the delivery of municipal services to citizens in target municipalities, and (3) increase municipal capacity to enable, support, and sustain economic growth. As a result of RAMP UP - South, Afghan citizens will receive better services, understand the responsibilities of municipal leaders, play an active role in the municipal decision-making process, and see local governance structures as legitimate. The main Government of the Islamic Republic of Afghanistan (GIRoA) counterpart for RAMP UP - South is the Independent Directorate of Local Governance (IDLG). RAMP UP - South is supporting the IDLG, and the relevant sub-national entities (i.e. mayors and municipal officials) to increase institutional capacity to implement policy, provide resources that allow municipalities to delivery services, and increase revenue. All RAMP UP - South activities support the GIRoA by building institutional capacity and systems within the Afghan Government.

### **B.3 Subcontract Purpose**

**To be inserted upon selection of Subcontractor**

### **B.4 Subcontract Type and Services**

This is a Fixed Price Subcontract, and is payable entirely in the currency indicated in the cover page. For the consideration set forth below, the Subcontractor shall provide the deliverables or outputs described herein, including Sections C and J.1 and J.2.

Upon Chemomics' approval of the Subcontractor's preliminary design, Chemomics will issue a Notice to Proceed for the development of detailed designs. Upon approval of the final detailed designs, Chemomics will issue a Notice to Proceed for the Subcontractor to commence construction in accordance with the Subcontractor's design and the BOQ/Schedule of Values.

No additional sums will be payable for any escalation in the cost of materials, equipment or labor, or because of the Subcontractor's failure to properly estimate or accurately predict the cost or difficulty of achieving the results required. Chemomics will not adjust the Subcontract price due to fluctuations in

currency exchange rates. Chemonics will only make changes in the Subcontract price or time to complete due to changes made by Chemonics in the work to be performed, or by delays caused by Chemonics or deemed to be beyond the control of the Subcontractor.

### **B.5 Total Fixed Price**

As consideration for the delivery of all of the products and/or services stipulated in Section C and B.10, and all referenced attachments, Chemonics will pay the Subcontractor a total of AFN XXXX. This figure represents the total price of this Subcontract and is fixed for the period of performance outlined in Section B.6, Period of Performance.

RAMP UP – South will pay the total price through a series of installment payments. RAMP UP – South will make each payment subject to the Payment Schedule in Section B.9 and the Subcontractor’s completion of the corresponding deliverable indicated therein.

### **B.6 Period of Performance**

The effective date of this Fixed-Price Subcontract is [Date] with a period of performance of [Date] to [Date].

In the event that the Subcontractor fails to make progress so as to endanger performance of this fixed price Subcontract, or is unable to fulfill the terms of this fixed price Subcontract by the completion date, the Subcontractor shall notify Chemonics forthwith and Chemonics shall have the right to summary termination of this fixed price Subcontract upon written notice to the Subcontractor in accordance with the incorporated FAR Clause 52.249-8, Default (Fixed-Price Supply and Service).

### **B.7 Authorization to Proceed and Commence Work**

The award and execution of this Subcontract serves as the Notice to Proceed with the Initial Design Phase. Notice to Proceed with Phase 2 and Phase 3 shall be granted upon receipt and approval of the Subcontractor’s completed and accepted design documents, acceptance by Chemonics of the Subcontractor’s quality control and assurance plan (as discussed in Section E.11 of this Subcontract), safety plan, and environmental compliance plan. The Subcontractor’s timeline, also referred to as the Design/Construction Schedule, is incorporated into this Subcontract in Section J.3.

### **B.8 Project Review Meetings**

The Subcontractor shall meet weekly with the RAMP UP-South Technical Representative to discuss progress against the project schedule, potential change orders, etc. Subcontractor shall prepare and submit to Technical Representative meeting minutes and updated schedule (if necessary). The Subcontractor shall have appropriate technical staff attend these meetings as necessary.

### **B.9 Key Personnel**

The following professional personnel performing under this Subcontract are designated as key personnel and essential to the work being performed (should match those CVs submitted within the RFP package). Prior to diverting any of these individuals to other duties, the Subcontractor shall notify Chemonics reasonably in advance and shall submit an explanation and proposed substitutions in sufficient detail to permit evaluation of the impact on the Subcontract. No diversion or replacement of such personnel shall be made by the Subcontractor without the prior written approval of Chemonics Director of Subcontracts. The listing of key personnel may, with the consent of the Parties, be modified from time to time during the course of this Subcontract to add, change, or delete personnel and positions, as appropriate.

Title	Name:
Title	Name:

**B.10 Deliverable and Payment Schedule**

The Subcontractor shall deliver to Chemonics the works through the following deliverables, in accordance with the schedule set forth below (summary table followed by expanded description of deliverables).

**To be inserted upon selection of Subcontractor**

**B.11 Retention**

In accordance with Section G.4, 5% of each deliverable payment shall be withheld as a retention amount. An amount equal to 50% of the retention amount shall be released upon issuance of the “Certificate of Substantial Completion” in accordance with Section E.13 and the remaining 50% shall be released after the issuance of “Certificate of Final Acceptance” by Chemonics as described in Section E.15 below.

**END OF SECTION B**



## SECTION C. DESCRIPTION - SPECIFICATIONS

### To be inserted upon selection of Subcontractor

#### C.1 Scope of Work

The work to be performed under this Subcontract shall consist of the following: providing all tools, equipment, materials, supplies, and manufactured articles; furnishing all labor, transportation, and services, including testing, shipping, fuel, power, water, and essential communications; and performing all work or other operations required for the fulfillment of the Subcontract. The work shall be complete, and all work, materials, and services not expressly indicated or called for in the Scope of Work which may be necessary for the completion and proper design of the work in good faith shall be provided by the Subcontractor. The Subcontractor shall be responsible for the development of the final design documents and technical specifications based on conceptual design works provided within as an attachment to this Subcontract xxx.

Additional details regarding the requirements of the scope of work will be finalized upon Subcontract award.

#### C.2 Background

### To be inserted upon selection of Subcontractor

#### C.3 Acronyms & Definitions

ACI	- American Concrete Institute, latest edition
BCC	- Ballast Cement Concrete
CO	- Contracting Officer
COR	- Contracting Officer Representative
GIRoA	- Government of the Islamic Republic of Afghanistan
IBC	- International Building Code
IDLG	- Independent Directorate of Local Governance
IPC	- International Plumbing Code
IPE	- European standard beams
ksi	- 1000 psi (1000 lbs/in <sup>2</sup> )
NEC	- National Electrical Code
NEC	- United States National Electrical Code, 2008 edition
NTP	- Notice to Proceed
PCC	- Portland cement concrete
RAMP UP	- Regional Afghan Municipalities Program for Urban Populations
RCC	- Reinforced cement concrete
RFP	- Request for Proposal
SOW	- Scope of Work

#### C.4 Codes and Standards

The Subcontractor shall furnish the necessary personnel, material, equipment, and facilities to perform the required services. The work shall be completed in accordance and compliance with the following standards, unless otherwise specified herein:

The governing design codes and standards for the project shall include accepted standards of quality. These standards must be met when it is reasonable to do so with available materials. Any deviations from these standards shall receive prior written approval from RAMP UP-South Design and Engineering Unit:

- i. International Building Code, 2006 including codes and standards referred therein including National Fire Protection Association (NFPA), National Electric Code (NEC), the American National Standards Institute (ANSI).
- ii. Occupational Safety and Health Administration, US Department of Labor
- iii. Materials in accordance with applicable testing standards and specification of ASTM

**International and/or National standards:**

The Islamic Republic of Afghanistan Ministry of Public Works, Interim Road and Highway Standards, March 2005.

American Standards for Testing Materials D 2737 (CTS). Standard Specification for Polyethylene (PE) Plastic Tubing

American Standards for Testing Materials F1986 - 01(2011) Standard Specification for Multilayer Pipe Type 2, Compression Fittings, and Compression Joints for Hot and Cold Drinking-Water Systems

U.S. Food and Drug Administration regulation 21CFR 177.1520 (1) 3.1 and 3.2 for storage of potable water.

The Subcontractor shall undertake maintenance/repair in case of any physical damage to the infrastructure during the course of the project.

**C.5 Location of Work**

**To be inserted upon selection of Subcontractor**

**C.6 Project Implementation and General Project Requirements**

**To be inserted upon selection of Subcontractor**

**C.7 Expected Results**

**To be inserted upon selection of Subcontractor**

**C.8 Environmental Compliance**

The Subcontractor shall follow the established Environmental Mitigation Plan & Report (EMPR) as provided by RAMPUP South in attachment J.12 in order to comply with USAID requirements for the RAMP UP-South program. The purpose of the EMPR is to evaluate environmental impact of the potential activities and define mitigation actions to be implemented. Using the prescriptions of the EMPR, the Subcontractor shall dutifully follow and implement all preventive and mitigation measures during all phases of the project. The Subcontractor shall also maintain on file and provide to Chemonics, upon request, the monitoring and evaluation logs associated with the various activities of the project. The RAMPUP South Mitigation Measures and the Monitoring and Evaluation Tracking Tables for this project are provided as an Attachment **XX**.

**C.9 Monitoring and Evaluation**

The Monitoring and Evaluation Plan shall be carried out by RAMP-UP South staff. This work will be primarily assessment of the quality and timely schedule of work completed, also of contract compliance, such as completion of required paperwork submittals. M&E will include:

- Documentation of site security personnel and fencing
- Documentation of site cleanliness

- Documentation on total labor hours worked
- Adherence to schedule
- Adherence to design plans
- Elevations and dimensions
- Construction materials
- Construction tests
- Submittal of reports
- Final project inspection and approvals

**END OF SECTION C**

## **SECTION D.           BRANDING AND MARKING**

The branding and marking strategy used for this project shall be consistent with ADS chapter 320.3.2.2 and the USAID approved branding and marking plan for RAMP UP – South. Chemonics will share these guidelines with the subcontractor during the kick-off meeting.

The Subcontractor shall bear all the costs of maintenance and shall pay all the required fees to the local administration departments concerned with signboards at the job site. The Subcontractor shall also obtain prior written approval from Chemonics before delivery and installation of the signboard by submitting a miniature sample for said signboard on A3 paper size.

*Subcontractor's logo is prohibited from appearing on the sign or at the construction site. Under no circumstances may Subcontractor erect, inscribe, or install any signage at the site or any installations at the site which displays its company name or logo.*

Instructions on marking for construction sites and materials, if required, will be provided to the Subcontractor during the kickoff meeting.

**END OF SECTION D**

## **SECTION E. INSPECTION AND ACCEPTANCE**

### **E.1 Superintendence by the Subcontractor**

In accordance with FAR Clause 52.236-6 “Superintendence by the Contractor” (APR 1984), at all times during the performance of this Subcontract and until the work is completed and accepted, the Subcontractor shall have on the work site a competent Site Supervisor who is approved and accepted by the RAMP UP – Chief Engineer or the Component 2 Team Leader. The Site Supervisor will have authority to act on behalf of the Subcontractor.

The extent and character of the work to be done by the Subcontractor shall be subject to the general oversight, supervision, direction, control, and approval of authorized RAMP UP – South personnel.

Inspection and acceptance of all deliverables provided under this Subcontract shall be made by RAMP UP – South authorized representatives including the Chief of Party, the Chief Engineer and the Component 2 Team Leader. RAMP UP – South will accept deliverables on the basis of the specifications and criteria set forth in Sections C, J.1 and J.2, as well as in any pertinent attachments. RAMP UP – South will retain payment for deliverables that are determined to be unacceptable and will advise the Subcontractor in writing of deficiencies.

Neither RAMP UP – South review, approval or acceptance of, or payment for services required under this Subcontract shall be construed as a waiver of any rights under this Subcontract, and the Subcontractor shall be and will remain liable to RAMP UP – South in accordance with applicable laws for all damages to RAMP UP – South caused by the Subcontractor’s negligent performance of any of the services furnished under this Subcontract.

### **E.2 Material and Workmanship**

In accordance with FAR Clause 52.236-5 “Material and Workmanship” (APR 1984), all equipment, material, and articles incorporated into the work covered by this Subcontract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided for in this Subcontract. References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Subcontractor may, at its option, use any equipment, material, article, or process that, in the judgment of RAMP UP – South’s Chief Engineer, is equal to that named in the specifications, unless otherwise specifically provided for in this Subcontract.

The Subcontractor shall perform all work under this Subcontract in a skillful and workmanlike manner. The RAMP UP – South Chief Engineer reserves the right to request the removal of any Subcontractor employee who is deemed to be incompetent, careless, or otherwise objectionable.

### **E.3 Differing Site Conditions**

In accordance with FAR Clause 52.236-2 “Differing Site Conditions” (APR 1984), the Subcontractor shall promptly give a written notice to the RAMP UP South Technical Representative of (1) subsurface or latent physical conditions at the site that differ materially from those indicated in this Subcontract, (2) unknown physical conditions at the site that differ materially from those indicated in this Subcontract, and (3) unknown physical conditions at the site, of an unusual nature, that differ materially from those ordinarily encountered and generally recognized as inherent in the work character provided for in this Subcontract.

No request by the Subcontractor for an equitable adjustment to the Subcontract under this clause shall be allowed, unless the Subcontractor has given the required written notice.

No request by the Subcontractor for an equitable adjustment to the Subcontract for unexpected site conditions shall be considered by RAMP UP-South if made after final payment under this Subcontract.

#### **E.4 Schedules for Construction Subcontracts**

In accordance with FAR Clause 52.236-15 “Schedules for Construction Contracts” (APR 1984), the Subcontractor, shall, within five days after the effective date of the Subcontract or another period of time determined by the RAMP UP – South Chief Engineer, prepare and submit for approval to the RAMP UP – South Chief Engineer three (3) copies of a practicable schedule showing the order in which the Subcontractor proposes to perform the work, and the dates on which the Subcontractor contemplates starting and completing the several salient features of the work (including acquiring materials, plant, and equipment). The schedule shall be in the form of a critical path chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If Subcontractor fails to submit a schedule within the time prescribed, RAMP UP – South Chief Engineer may withhold approval of payments until the Subcontractor submits the required schedule.

If, in the opinion of the RAMP UP – South Chief Engineer, the Subcontractor falls behind the approved schedule, the Subcontractor shall take steps necessary to improve its progress, including those that are required by the RAMP UP – South Chief Engineer, without additional cost to RAMP UP – South. In such circumstance, the RAMP UP – South Chief Engineer may require the Subcontractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit schedules in chart form as the RAMP UP – South Chief Engineer deems necessary to demonstrate how the project will recoup lost time and get back on schedule to finish within the specified time of the Subcontract.

Failure of the Subcontractor to comply with the requirements of the RAMP UP – South Technical Advisor under this clause shall be grounds for a determination by the RAMP UP – South Technical Advisor that the Subcontractor is not executing the work with sufficient diligence to ensure completion within the time specified in the Subcontract. Upon making this determination, the RAMP UP – South Technical Advisor may terminate the Subcontractor’s right to proceed with the work, or any separable part of it, in accordance with the default terms of this Subcontract.

#### **E.5 Quantity Surveys**

In accordance with FAR Clause 52.236-16 “Quantity Surveys (ALT I)” (APR 1984), quantity surveys shall be conducted, and the data derived from these surveys shall be used in computing the quantities of work performed and the actual construction completed and in place. RAMP UP – South reserves the right to conduct such surveys as required. However it is required that the Subcontractor conducts the original and final surveys and surveys for any periods for which payments are requested.

Upon completion of surveys, the Subcontractor shall furnish the originals of all field notes and all other records relating to the survey or to the layout of the work to the RAMP UP – South Technical Advisor or designee who shall use them as necessary to determine the amount of progress payments. The Subcontractor shall retain copies of all such materials submitted to the RAMP UP – South Technical Advisor or designee.

#### **E.6 Layout of Work**

In accordance with FAR Clause 52.236-17 “Layout of Work” (APR 1984), the Subcontractor shall lay out its work from RAMP UP – South’s established baselines and benchmarks indicated on the drawings, and shall be responsible for all measurements in connection with the layout. The Subcontractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of the work. The Subcontractor shall be responsible for executing the work to the lines and grades that may be established or indicated by the RAMP UP – South Technical Advisor. The Subcontractor shall

also be responsible for maintaining and preserving all stakes and other marks established by the RAMP UP – South Technical Advisor until authorized to remove them. If such marks are destroyed by the Subcontractor or through its negligence before their removal is authorized by the RAMP UP – South Technical Advisor, the Subcontractor will replace them and deduct the expense of the replacement from any amounts due or to become due to the Subcontractor.

### **E.7 Specifications and Drawings for Construction**

In accordance with FAR Clause 52.236-21 “Specifications and Drawings for Construction” (APR 1984), the Subcontractor shall keep a copy of the drawings and specifications on the work site and shall give the RAMP UP – South Technical Advisor, and other RAMP UP – South authorized personnel access. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications shall be of like effect as if shown or mentioned in both. In case of a difference between drawings and specifications, the specifications shall govern. In case of a discrepancy in the figures, drawings, or specifications, the matter shall be promptly submitted to the RAMP UP – South Technical Advisor, who shall promptly make a determination in writing. Any adjustment by the Subcontractor without such a determination shall be at its own risk and expense. The RAMP UP – South Technical Advisor shall furnish, from time to time, clarifications of detailed drawings and other information as considered necessary.

### **E.8 Permits and Responsibilities**

In accordance with FAR Clause 52.236-7 “Permits and Responsibilities” (NOV 1991), the Subcontractor shall, without additional expense to RAMP UP – South, be responsible for obtaining any necessary licenses and permits, with the exception of the Construction Permit which will be obtained by RAMP UP – South, and for complying with all laws, codes, and regulations applicable to the performance of this work. The Subcontractor shall also be responsible for all damages to persons or property that, occur as a result of the Subcontractor’s fault or negligence. The Subcontractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work.

### **E.9 Progress Reports**

To track the Subcontractor’s progress under this Subcontract, the Subcontractor shall be required to submit a progress report every month summarizing the Subcontractor’s progress under each deliverable, observations resulting from weekly inspections, difficulties or irregularities encountered, resolution of problems, recommendations, and other matters related to this Subcontract, including updates to the construction schedule. These monthly reports shall be submitted via email or hard copy to RAMP UP – South’s Technical Advisor and RAMP UP-South’s Component 2 Team Leader.

A final report is required for submission prior to final acceptance. This final report should summarize the overall activity carried out under this Subcontract.

### **E.10 Reporting and Technical Direction**

The Subcontractor shall render the services and produce the deliverables stipulated in Section C, under the general technical direction of, and for the inspection of, the RAMP UP – South Technical Advisor or designee. The RAMP UP – South Technical Advisor will establish a regular meeting and reporting schedule in coordination with the Subcontractor and the requirements of the Subcontract.

The following terms and conditions apply to any technical direction under this Subcontract:

- (a) “Technical direction” is defined to include:
  - (1) Written directions to the Subcontractor which provide details, suggest possible lines of

- inquiry, or otherwise facilitate completion of work;
- (2) Provision of written information to the Subcontractor which assist in the interpretation of drawings, specifications, or technical portions of the work statement;
  - (3) Authority to stop work, in the case of unsafe work activity, or failure to meet the requirements laid down in the Technical Specifications;
  - (4) Authority to approve materials, to include approval of alternatives;
  - (5) Review and, where required, provide written approval of technical reports, drawings, specifications, or technical information to be delivered. Technical directions must be in writing, and must be within the scope of the work as detailed in Article 3.
- (b) The RAMP UP – South Technical Advisor and/or Chief Engineer is authorized to take any or all of the following actions:
- (1) Assure that the Subcontractor performs the technical requirements of the Subcontract in accordance with the Subcontract terms, conditions, and specifications.
  - (2) Perform or cause to be performed, inspections necessary in connection with (a) above and require the Subcontractor to correct all deficiencies.
  - (3) Perform acceptance-related activities and verification for Chemonics.
  - (4) Maintain all technical-related communications with the Subcontractor. Written communications with the Subcontractor and documents shall be signed as "Chemonics Chief Engineer" with a copy furnished to the Component 2 Team Leader.
  - (5) Issue written interpretations of technical requirements of Chemonics drawings, designs, and specifications.
  - (6) Monitor the Subcontractor's production or performance progress and notify the Subcontractor in writing of deficiencies observed during surveillance, and direct appropriate action to effect correction. Record and report to the Component 2 Team Leader, the Technical Advisor and/or COP.
- (c) The RAMP UP – South Technical Advisor and/or Chief Engineer is not empowered to award, agree to, or sign any Subcontract (including delivery or purchase orders) or modifications thereto, or in any way to obligate the payment of money by Chemonics. The RAMP UP – South Technical Advisor may not take any action which may impact on the Subcontract schedule, funds, scope or rate of utilization of level of effort. All contractual agreements, commitments, or modifications which involve prices, quantities, quality, and schedules shall be made only by the Chemonics Senior Vice President of Contracts in consultation with the COP or designee, and in consultation with the Chief Engineer.
- (d) The RAMP UP – South Technical Advisor is required to meet as appropriate with the Subcontractor and, the Chief Engineer or designee concerning performance of items delivered under this Subcontract and any other administration or technical issues. Problem areas should be brought to the immediate attention of the Technical Representative or designee, Director of Implementation, and Field Director.
- (e) In the absence of the Chief Engineer, the Chief Engineer may designate someone to serve as Chief Engineer in his/her place. However, such action to direct an individual to act in the Chief Engineer's place shall be required to receive advance approval from the Component 2 Team Leader. After this designation receives approval in writing from the Component 2 Team Leader, this decision must immediately be communicated to the Subcontractor.
- (f) Contractual problems, of any nature, that may arise during the life of the Subcontract must be handled in conformance with the Subcontract and specific public laws and regulations. The Subcontractor and the RAMP UP – South Technical Advisor and/or Chief Engineer shall bring all contracting problems to the immediate attention of the Chemonics SVP of Contracts through the COP. Only the Chemonics SVP of Contracts is authorized to formally resolve such problems. The



Chemonics SVP of Contracts will be responsible for resolving legal issues, determining Subcontract scope and interpreting Subcontract terms and conditions. The Chemonics SVP of Contracts is the sole authority authorized to approve changes in any of the requirements under this Subcontract. These changes include—but will not be limited to—the following areas: scope of work, price, quantity, technical specifications (not including alternatives), delivery schedules, and Subcontract terms and conditions. In the event the Subcontractor effects any changes at the direction of any other person other than the Chemonics SVP of Contracts, the change will be considered to have been made without authority.

- (g) Failure by the Subcontractor to report to the Chemonics SVP, Contracts or the Senior Engineer, any action by Chemonics considered to a change, within ten days as required by FAR 52.243-7 (Notification of Changes), waives the Subcontractor's right to any claims for equitable adjustments.

### **E.11 Workmanship and Quality Control**

All construction work provided by the Subcontractor shall comply with the Government of Afghanistan's Codes and Standards for construction pertinent to this work and any standards specified herein. The Subcontractor is expected to produce work which conforms in quality and accuracy of detail to these standards. The Subcontractor, at its own expense, is to institute a Quality Control Plan and provide experienced managers, engineers, foremen, surveyors, materials technicians and other technical staff, together with all transport, instruments and equipment, to ensure adequate supervision by Subcontractor and execution of the works at all times.

The Subcontractor shall institute an appropriate inspection system set forth in a Quality Control Plan. The plan shall include checklists of duties to be carried out, ensuring these duties are carried out by the supervisory staff and senior employees, and carrying out weekly inspections to determine whether the various services are being performed according to the Subcontract. The Quality Control Plan should outline the tests needed to verify compliance with the technical requirements of the Subcontract. The Subcontractor shall photograph (dated) construction operations daily. Items to be photographed are to include excavations, placement of reinforcements, concrete placement including vibrations, slump tests, placement of pads and other critical areas. The Subcontractor shall provide copies of the weekly inspection reports and photographs to the Chief Engineer.

The Subcontractor shall correct and improve promptly any shortcomings and substandard conditions noted during inspections. The Subcontractor shall bring any conditions beyond the responsibility of the Subcontractor to the attention of the RAMP UP – South Technical Advisor.

### **E.12 Remedial Work**

The RAMP UP – South Technical Advisor will inspect from time to time the services being performed and the supplies furnished to determine whether work is being performed in a satisfactory manner, and that all supplies are of acceptable quality and standards.

When any part of the work or any equipment or material is found upon examination by The RAMP UP – South Technical Advisor not to conform to requirements or is at any stage before final acceptance damaged so that it no longer conforms to requirements, the RAMP UP – South Technical Advisor may order its repair or complete removal and replacement, at Subcontractor's expense.

The cost of all supervision and process control, including testing, so carried out by the Subcontractor, shall be deemed to be included in the rates tendered for the related items of work.

### **E.13 Substantial Completion**

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

- do not interfere with the intended occupancy or utilization of the work, and
- can be completed or corrected within the time period required for final completion.

The "date of substantial completion" means the date determined by the Component 2 Team Leader or authorized Chemonics Advisor on which substantial completion of the work has been achieved. Chemonics shall have the right to take possession of and use the work upon substantial completion.

Upon notice by the Subcontractor that the work is substantially complete (a "Request for Substantial Completion") and an inspection by the Field Director or an authorized Chemonics representative (including any required tests), Contracts or designee shall furnish the Subcontractor a "Certificate of Substantial Completion." The certificate shall be accompanied by a "Punch List or Schedule of Defects" listing items of work remaining to be performed, completed or corrected before final completion and acceptance. Failure of the Chemonics representative or Contracts to list any item of work shall not relieve the Subcontractor of responsibility for complying with the terms of the Subcontract. Chemonics' possession or use upon substantial completion shall not be deemed an acceptance of any work under the Subcontract.

Issuance of the "Certificate of Substantial Completion" is accompanied by the payment of 50% of the Retention Sum, and the commencement of the "Defect Liability Period".

### **E.14 Correction of Defects**

A "defect" is any part of the SOW not completed in accordance with the Subcontract. The "defects liability period" is 365 calendar days from the date of completion of the works. The defects liability period shall be extended for as long as defects remain to be corrected.

The Technical Representative or designee shall give notice to the Subcontractor of any defects before the end of the defects liability period. The Subcontractor shall, except for any defects resulting from designs furnished or specified by Chemonics, be responsible for correcting any defect in or damage to any part of the works which may appear or occur during the defects liability period and which arises from, either:

- any defective materials, workmanship or design, or
- any act or omission of the Subcontractor.

The Subcontractor shall correct the defect or damage as soon as practicable and at his own cost. Every time notice of a defect is given, the Subcontractor shall correct the subject defect within the length of time specified in the SVP, Contracts's notice. If the Subcontractor has not corrected a defect within the time specified in the SVP, Contracts's notice, the SVP, Contracts or designee will assess the cost of having the defect corrected, and the Subcontractor will pay this amount from the Retention Sum.

### **E.15 Final Completion and Acceptance**

"Final completion and acceptance" means the stage in the progress of the work as determined by the Chief of Party, Deputy Chief of Party or their designees and confirmed in writing to the Subcontractor, at which all work required under the Subcontract has been completed in a satisfactory manner including the completion of all notified Defects, resulting in the release of the remainder of the Retention Sum.

The "date of final completion and acceptance" means the date determined by the SVP, Contracts or authorized designee when final completion of the work has been achieved, as indicated by written notice to the Subcontractor.

Inspection and acceptance of services, reports, and other required deliverables shall take place at the principle place of performance or at any other location where the services are performed and reports and deliverables are produced or submitted.

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

If the Chief of Party, Deputy Chief of Party or their designees and the Technical Representative is satisfied that the work under the Subcontract is complete, the SVP, Contracts or designee shall issue to the Subcontractor a "Certificate of Final Acceptance" and make any final payment(s) and release the remainder of the Retention Sum upon:

1. Satisfactory completion of all required tests,
2. A final inspection that all items listed by the SVP, Contracts or designee in the Schedule of Defects have been completed or corrected and that the work is finally complete, and
3. Submittal by the Subcontractor of all documents and other items required upon completion of the work, including a final request for payment (Request for Final Acceptance).

On completion and certification of all works, including release of the Retention Sum, a Subcontractor's Final Release Certificate and Indemnity Form is to be completed. A blank version is provided in Section J.

**END OF SECTION E**

## **SECTION F. DELIVERIES OR PERFORMANCE**

### **F.1 Option to Extend the Term of the Subcontract**

RAMP UP – South may extend the term of this Subcontract by giving written notice to the Subcontractor within 14 days of the end date of the Subcontract. The Subcontractor may be requested to do additional work at the same site. If RAMP UP – South exercises this option, the Subcontract shall be extended based on the agreed upon time period between the RAMP UP – South technical and contractual Advisors

RAMP UP – South will notify the Subcontractor in writing of its intent to exercise this option under the Subcontract agreement. RAMP UP – South will request a cost pricing proposal and construction schedule for all new construction under an option period.

A statement of work and detailed design specifications will be provided to the Subcontract in support of Subcontractor’s technical and cost proposal for the additional work. The final fixed price for the additional work(s) under an option will be negotiated between RAMP UP – South and the Subcontractor utilizing the unit rates specified within the Subcontract Bill of Quantity.

RAMP UP – South is not obligated to exercise the option available under this Subcontract.

### **F.2 Labor Documentation**

All Subcontractors for RAMP UP – South activities are required to hire local laborers for all unskilled labor positions. These laborers will be hired from within the community of the nearby villages and beneficiaries of RAMP UP – South activities. All Subcontractors are required to utilize a fixed daily rate of AFA 250 per day for unskilled labor on RAMP UP – South activities. RAMP UP – South will designate a community Advisor to act as the point of contact for the community. This designee will facilitate the hiring of laborers, and ensure that there are available laborers to work at the specified rate.

The Subcontractor shall be responsible for providing documentation of the number of both skilled and unskilled laborers, number of days worked, and amount paid for services. This documentation will be in the form of a work attendance and payment sheet for each worker and each day worked. A sample laborers attendance and payment sheet is provided in Section J.7. This documentation will be a requirement of each payment. No payments will be made on this contract without receipt of work documentation from the Subcontractor for work associated with that payment. This documentation is subject to approval by the RAMP UP – South Technical Advisor or designee(s).

### **F.3 Non-consent to Subcontract**

Subcontractor is not permitted to use other Subcontractors for this work, but must complete all contracting work using the resources of their own firm. The Subcontractor’s agreement is documented in Section J.8, Certification of Non-Consent to Subcontract.

### **F.4 Termination of Subcontract**

In accordance with FAR Clause 52.249-2 “Termination For Convenience of the Government (Fixed-Price Alt I)” (SEP 1996), RAMP UP – South may terminate this Subcontract in whole or, from time to time, in part, for RAMP UP – South’s convenience or because of the failure of the Subcontractor to fulfill the Subcontract obligations. The RAMP UP – South Technical Advisor through Chemonics SVP of Contracts, shall terminate this Subcontract in whole or in part by delivering to the Subcontractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Subcontractor shall (1) immediately discontinue all services under the Subcontract (unless the notice directs otherwise), and (2) deliver to the RAMP UP – South Technical Advisor all data, drawings,

specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Subcontract, whether completed or in process. RAMP UP – South shall pay for all deliverables completed at the time of termination, and a pro-rata share of any deliverable in progress, without further financial obligation to the Subcontractor.

### **F.5 Default**

In accordance with FAR Clause 52.249-10 “Default (Fixed Price Construction)” (APR 1984), if the Subcontractor refuses or fails to execute the work or any part, with the diligence that will ensure its completion within the time specified in this Subcontract including any extension, RAMP UP – South may, by written notice to the Subcontractor, terminate the right to proceed with the work (or the separable part of the work) that has been delayed. In this event, RAMP UP – South may take over the work and complete it by Subcontract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Subcontractor and its sureties shall be liable for any damage to RAMP UP – South resulting from the Subcontractor’s refusal or failure to complete the work within the specified time, whether or not the Subcontractor’s right to proceed with the work is terminated. This liability includes any increased costs incurred by RAMP UP – South in completing the work.

### **F.6 Changes**

In accordance with FAR Clause 52.243-4 “Changes” (AUG 1987), the RAMP UP – South Contractual Advisor, Christopher R. Smith may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this Subcontract in the services to be performed.

No services for which an additional cost or fee will be charged by the Subcontractor shall be furnished without the prior written authorization of Christopher R. Smith, the RAMP UP – South Contractual Advisor.

### **F.7 Subcontractor Performance**

RAMP UP – South shall periodically review the quality of Subcontractor performance under this Subcontract. The Subcontractor evaluations shall include, but not be limited to the following:

- a) The quality and timeliness of the work being performed and the personnel performing work;
- b) The responsiveness of the Subcontractor to requirements, compliance to drawing specifications, and other data, as supplied and as from time to time added to; and
- c) Timeliness and accuracy of Subcontractor invoices and of other information as requested.

The Subcontractor shall receive copies of the reviews and shall have the right to respond in writing to the performance review. RAMP UP – South reserves the right to request the replacement of Subcontractor personnel, and may, abrogate the Subcontract due to non-performance by the Subcontractor.

### **F.8 Variation in Estimated Quantity**

In accordance with FAR Clause 52.211-18 “Variation in Estimated Quantity” (APR 1984), when the variation between the estimated quantity and the actual quantity of a unit-priced item is more than plus or minus 15 percent, the Subcontractor may request in writing that an equitable adjustment be made in the Subcontract price. The equitable adjustment shall be based upon an increase or decrease in costs due solely to the variation above 115 percent or below 85 percent of the estimated quantity. The Subcontractor may request an extension of time if the quantity variation is such that it causes an increase in the time necessary for completion.

RAMP UP-South must receive the request in writing within 10 days from the beginning of the delay or from the day in which the need for an adjustment was realized. However, RAMP UP-South reserves the right to deny a request for an equitable adjustment. RAMP UP-South shall ascertain the facts and make a determination regarding any request for an adjustment in price and for extending the completion date. RAMP UP-South will respond to all such requests within 5 working days of receipt.

**END OF SECTION F**

## **SECTION G: SUBCONTRACT ADMINISTRATIVE DATA**

### **G.1 Relationship between the Parties**

Nothing contained herein shall be understood or implied as establishing a relationship of master and servant or principal and agent between RAMP UP – South and the Subcontractor. The Subcontractor, under this agreement, has complete charge of its personnel performing under this agreement and shall be fully responsible for the services performed by them or on their behalf herein.

It is understood and agreed by the Parties that no contractual relationship is established between Chemonics' client and Subcontractor by reason of this Subcontract. All authorizations required from Chemonics' client shall be obtained through Chemonics and all communications intended for Chemonics' client shall be handled through Chemonics. The Subcontractor shall not communicate directly with USAID during the performance of this fixed price Subcontract.

### **G.2 Notices**

Any notice, request, or consent required to be given or made pursuant to this Subcontract shall be in writing and shall be deemed to have been received when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telegram, or facsimile to such Party at the address presented on the signature page of this Subcontract and addressed to those Parties whose signatures appear on the same.

### **G.3 Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be modified, under this Subcontract by RAMP UP – South or the Subcontractor may be taken or modified in writing by the officials specified below:

All technical inquiries, communications, and discussions shall be conducted with the RAMP UP – South Technical Advisor, the Component 2 Team Leader, and Chief Engineer.

Contractual/business inquiries shall be conducted with SVP, Contracts or designee.

Technical Representative: **[INSERT NAME OF ENGINEER RESPONSIBLE FOR SUBK]**  
Name and Title

Contract Representative and Authorized Signatory:  
Sr. Vice President, Contracts  
Christopher R. Smith

**[INSERT NAME OF EMPLOYEE WITH THE DOA APPROPRIATE TO THE SUBK]**

### **G.4 Payment Terms - Payments**

RAMP UP – South shall pay the Subcontractor the Subcontract price as provided herein. RAMP UP – South shall make payments in accordance with the Schedule for progress payments in Section B, on work accomplished that meet the standards of quality established under this Subcontract, and as approved by the RAMP UP – South Technical Advisor or designee.

RAMP UP – South shall pay Subcontractor upon submission of proper invoice, documentation and appropriate approvals, the full approved invoiced amount less any withholdings for any noted deficiencies, applicable pre-payments or liquidated damages, within thirty (30) business days after the following conditions have been fulfilled:

- a) the work performed and invoiced by Subcontractor has been approved by RAMP UP – South;
- b) the invoice has been submitted with the required labor documentation, including work attendance and payment sheets or pay slips and timesheets for each worker for each day worked
- c) the Subcontractor has submitted monthly progress reports and quality tests as required by the Technical Advisor associated with the invoiced work
- d) the Subcontractor has delivered a proper invoice, in compliance with Section G.5 below.

Payment will be made in Afghani (AFA), paid to the account specified in the Subcontractor’s invoice. Payment of unpaid balances will be paid upon completion and final acceptance of all works and deliverables by RAMP UP – South. Any invoices for services rendered and deliverables submitted—but not accepted by RAMP UP – South—will not be paid until the Subcontractor makes sufficient revisions to the deliverables such that RAMP UP – South may approve the deliverables and thus the invoice. Payment of unpaid balances shall be paid upon completion and final acceptance of the complete construction work by RAMP UP – South.

*Retention:* 10% shall be withheld from each deliverable/progress payment as a retention amount. An amount equal to 50% of the retention amount sum shall be released upon issuance of the “Certificate of Substantial Completion” in accordance with Section E.13 and the remaining 50% shall be released after the issuance of “Certificate of Final Acceptance” by Chemonics as described in Section E.15.

### **G.5 Invoice Requirements**

The Subcontractor shall present to RAMP UP – South a scanned copy of the original invoice only for services and deliverables provided and/or accepted by RAMP UP – South. The scanned copy of the original invoice must be on colored company letterhead with original signatures (preferably signed in other than black ink) and the original company stamp.)

The invoice needs to be submitted to the Chemonics office electronically through: [applications@rampup-south.org](mailto:applications@rampup-south.org).

To constitute a proper invoice, the Subcontractor’s invoice must include the following information and/or attached documentation. This information will assist RAMP UP – South in making timely payments to the Subcontractor:

Invoices submitted to Chemonics must include:

- a) Subcontractor legal name, Subcontract number, invoice date, and invoice number;
- b) Deliverable(s) number, description of approved deliverable(s), and corresponding fixed price(s);
- c) Bank account information to which payment shall be sent and method of payment;
- d) Subcontractor Certification found in Section J.4
- e) Total payment requested by the work;
- f) Cumulative quantities and cost by the work;
- g) Actual completed quantities for the prior month multiplied by the fixed unit price;
- h) Cumulative payments by the work;
- i) Certification signed by Chemonics Project Manager verifying the quantity and acceptability of the works performed during the prior month;
- j) Progress Report (based on the completion of each deliverable);
- k) Digital Photographs of the works completed during the invoice period.

### **G.6 Taxes and Duties**

The services performed under this Subcontract are funded by the United States Government and shall, therefore, be exempt from payment of any taxes, duties, fees, levies, and any other impositions for which



Chemonics is exempt, during the period of performance of this Subcontract. The Subcontractor shall not pay any host country taxes, duties, levies, etc. from which this USAID program is exempt pursuant to the February 7, 1951 Agreement between the United States of America and Afghanistan. In the event that any exempt charges are paid by the Subcontractor, they will not be reimbursed to the Subcontractor by Chemonics. The Subcontractor shall immediately notify Chemonics if any such taxes are assessed against the Subcontractor or its Subcontractors at any tier. RAMP UP – South will provide proof of sales tax exemption for the Subcontractor’s use if requested. With respect to items imported for the project, any such taxes, fees, customs, levies or other impositions shall be included in the total price of the Subcontract.

The Subcontractor is responsible for payment of all applicable taxes, as prescribed under the applicable laws, associated with wages/salaries/compensation for services rendered by individuals employed by the Subcontractor and who are directed to work as required under this Subcontract.

Subcontractor is liable for payment of all applicable taxes associated with revenues (profit), and other such taxes, fees, or dues for which Subcontractor is normally responsible as a result of operating its business. RAMP UP – South shall withhold from the total cost of the final negotiated agreement an income tax as required by the Government of the Islamic Republic of Afghanistan. The Subcontractor shall have a business license and be registered with Afghanistan Investment Support Agency (AISA), the income tax will be 2% of the total cost of the agreement. This income tax is required, in accordance with the income tax laws of Afghanistan. RAMP UP – South shall withhold that amount from each tranche of the payment, and pay that sum directly to the appropriate government authority. Documentation of this payment can be provided to the contractor upon request. RAMP UP – South will provide proof of sales tax exemption for the Subcontractor’s use if requested.

### **G.7 Governing Language**

This Subcontract is executed in the English Language, which shall be the binding and controlling language for all matters relating to the meaning and/or interpretation of this Subcontract.

### **G.8 Compliance with Applicable Laws and Standards**

All work shall be performed in accordance with all applicable Afghan and U.S. laws, ordinances, codes, regulations, and other authoritative rules of Afghanistan and its political subdivisions and with the standards of relevant licensing boards and professional associations. “Applicable Law” means the laws and any other instruments having the force of law in Afghanistan, or in such other countries as may be applicable for performance under this Subcontract. The Subcontractor shall also comply with the applicable United States Federal Acquisition Regulations (FAR) and the United States Agency for International Development Acquisition Regulations (AIDAR) that govern this Fixed Price Construction Subcontract, which are incorporated by reference into this Subcontract agreement.

### **G.9 Disputes and Arbitration**

(a) Governing Law. This Subcontract, including any disputes related thereto, shall be governed by the laws of the District of Columbia.

(b) Disputes with the Government. Chemonics’ Prime Contract with the Government is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Any claim arising out of the performance of this Subcontract that relates to any decision of the Government under the prime contract must be resolved in accordance with the clause at FAR 52.233-1 Disputes, which is incorporated herein by reference.+

(1) Any decision of the Government under the Prime Contract, if binding on Chemonics, shall also bind the Subcontractor to the extent that it relates to this Subcontract, provided that Chemonics shall have promptly notified the Subcontractor of such decision and, if requested by Subcontractor, shall have brought suit or

filed claim, as appropriate against the Government, or, in alternative, agreed to sponsor Subcontractor's suit or claim. A final judgment in any such suit or final disposition of such claim shall be conclusive upon Chemonics and the Subcontractor.

(2) For any action brought or sponsored by Chemonics on behalf of the Subcontractor pursuant to this clause, the Subcontractor agrees to indemnify and hold Chemonics harmless from all costs and expenses incurred by Chemonics in prosecuting or sponsoring any such appeal.

(c) Disputes between the Parties. The following procedures shall govern the resolution of any controversy, dispute or claim between or among "Parties," arising out of the interpretation, performance, breach or alleged breach of this Subcontract ("Dispute") that is covered by (b) above.

(1) Negotiation. The Parties shall promptly attempt to resolve any Dispute by negotiation in the normal course of business. If, after good faith efforts, the Dispute is not resolved, either Party may request in writing that the Dispute be resolved via Executive Consultation pursuant to subparagraph c(2) below.

(2) Executive Consultation. For Disputes submitted to Executive Consultation, each Party shall designate a senior company official with authority and responsibility for attempting to resolve the matter. For Chemonics, such designee shall be a Senior Vice President, or a person at a higher level of authority. For Subcontractor, such designee shall be the signatory to this agreement or a person at a higher level of authority. The Party initiating the claim shall provide, in addition to documents supporting the claim, a brief summary of the claim, its perception of the positions of the Parties and any perceived barriers to settlement of the case. The summary may be submitted directly to the designated Party Executive. Within 30 calendar days after delivery of the claim summary, the Parties shall meet and attempt to resolve the Dispute. If the Dispute is not resolved within 45 days from submission of the claim summary, or such other amount of time as agreed between the Parties, the claiming Party may proceed under subparagraph (3) below.

(3) Arbitration. Any controversy or claim between the Parties arising out of or relating to this Subcontract, or the breach thereof, that has not been resolved by Executive Consultation, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, including the Optional Rules for Emergency Measures of Protection, unless otherwise provided herein. The arbitrators shall not be empowered to award damages in excess of compensatory damages and each Party expressly waives and foregoes any right to punitive, exemplary, or similar damages. Each Party will bear the cost of its own Attorney-Fees. The Arbitration shall be in Washington, D.C., unless otherwise agreed between the Parties.

(d) Obligation to perform work. Subcontractor shall diligently proceed with the performance of work pending final resolution of any Dispute.

#### **G.10 Indemnity and Subcontractor Waiver of Benefits**

(a) Subcontractor warrants that the services to be performed pursuant to this contract shall be performed in accordance with the standards customarily provided by an experienced and competent organization rendering the same or similar services.

(b) Subcontractor warrants that the services and equipment will strictly comply with the descriptions that appear in the Section C, other sections of this Subcontract, Annexes to this Subcontract, and in any change orders.

(c) The Subcontractor waives any additional benefits and agrees to indemnify and save harmless RAMP UP South/Chemonics and the Client, their officers, directors, agents, and employees from and against any and all claims of loss, damage, or injury sustained as a result of, or arising from, services

rendered and duties performed in connection with the performance of the Subcontract, including, but not limited to, any claim for damages, restitution, loss, injury or specific performance instituted by any third party as the result of, or arising from, the services rendered or duties performed under this Subcontract, or any failure of the Subcontractor, its officers, or employees to observe the applicable laws, or incidental thereto.

### **G.11 Force Majeure**

#### **(a) Definition**

For the purposes of this Subcontract, “Force Majeure” means an event or events either of nature or caused by man, which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Subcontract impossible. It also is considered impossible circumstances, and circumstances (a) that in no event are caused by the negligence or intentional action of a Party or such Party’s Subcontractors or agents or employees, (b) or any event that a diligent Party could not have reasonably expected and could not have taken action to mitigate or avoid such circumstances which prevent the Party from carrying out its obligations hereunder.

#### **(b) No Breach of Subcontract**

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Subcontract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Subcontract, and (b) has informed the other Party as soon as possible, but not longer than five (5) days about such occurrence.

#### **(c) Extension of Time**

Any time extensions resulting from a Force Majeure in which a Party could not complete an action or task shall be for the period of time equal to the time the Party was unable to perform during the Force Majeure unless otherwise terminated.

### **G.12 Organizational Conflicts of Interest**

If the issuance or acceptance of this Subcontract or any portion would (1) result in the Subcontractor (or its personnel) having an organizational conflict of interest for which restrictions would be placed on its (or its personnel’s) future activities; or (2) violate the provisions of the Procurement Integrity Legislation (Section 27 of the Office of Federal Procurement Policy Act [41 USC 423] as amended by Section 814 of Pub. L.101-189), or as further amended, the Subcontractor, after written notification to the RAMP UP – South Technical Advisor, is not obligated to provide those services, reports, or other deliverables under this Subcontract, and RAMP UP – South may acquire the supplies or services from another source.

### **G.13 Liquidated Damages**

The Subcontractor is required to adhere to the delivery schedule as specified in Section B.9. If the Subcontractor fails to complete the work within the time specified in the Subcontract, or any extension, the Subcontractor shall pay to Chemonics as liquidated damages for each day of delay the sum of If the Subcontractor fails to complete the work within the time specified in the Subcontract, or any extension, the Subcontractor shall pay to Chemonics as liquidated damages for each day of delay the sum, whichever is the greater of \$500.00 or 0.5% of the contract value. This amount may be deducted from the total value of the final payment.

**G.14 Set-Off Clause**

Chemonics reserves the right of set-off against amounts payable to Subcontractor under this Subcontract or any other agreement the amount of any claim or refunds Chemonics may have against the Subcontractor.

**G.15 Assignment and Delegation**

This Subcontract agreement may not be assigned or delegated, in whole or in part, by the Subcontractor without the written consent of Chemonics. Absent such consent, any assignment is void.

**END OF SECTION G**

## **SECTION H: SPECIAL SUBCONTRACT REQUIREMENTS**

### **H.1 Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements**

In accordance with FAR Clause 52.236-9 “Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements” (APR 1984), the Subcontractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and that do not unreasonably interfere with the work required under this Subcontract.

The Subcontractor shall protect from damage all existing improvements and utilities (1) at or near the work site, and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Subcontractor. The Subcontractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this Subcontract or failure to exercise reasonable care in performing the work. If the Subcontractor fails or refuses to repair the damage promptly, the RAMP UP – South Technical Advisor may have the necessary work performed and charge the cost to the Subcontractor.

### **H.2 Operations and Storage**

In accordance with FAR Clause 52.236-10 “Operations and Storage Areas” (APR 1984), temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by the Subcontractor only with the approval of the RAMP UP – South Technical Advisor and shall be built with labor and materials furnished by the Subcontractor without expense to RAMP UP – South. The temporary buildings and utilities shall remain the property of the Subcontractor and shall be removed by the Subcontractor at its own expense upon completion of the work.

The Subcontractor shall use only established roadways and bridges, or use temporary roadways. When materials are transported in executing the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or applicable laws. When it is necessary to cross curbs or sidewalks, the Subcontractor shall protect the property from damage. The Subcontractor shall repair or pay for the repair of any damaged curbs, sidewalks, bridges, and roads.

### **H.3 Use and Possession Prior to Completion**

In accordance with FAR Clause 52.236-11 “Use and Possession Prior to Completion” (APR 1984), RAMP UP – South shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, RAMP UP – South shall furnish the Subcontractor a list of items of work remaining to be performed or corrected on those portions of the work that RAMP UP – South intends to take possession of or use. However, failure of RAMP UP – South to list any item of work shall not relieve the Subcontractor of responsibility for complying with the terms of the Subcontract. Possession or use by RAMP UP – South shall not be deemed as acceptance of any work under the Subcontract unless indicated in writing.

While RAMP UP – South has such possession or use, the Subcontractor shall be relieved of the responsibility for the loss or damage to work resulting from RAMP UP – South’ possession or use, notwithstanding the terms of Section E.8, “Permits and Responsibilities.”

### **H.4 Cleaning Up**

In accordance with FAR Clause 52.236-12 “Cleaning Up” (APR 1984), the Subcontractor shall at all times keep the work area, including storage areas, free from accumulated waste materials. Before completing the work, the Subcontractor shall remove from the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of RAMP UP – South. Upon completing the work, the

Subcontractor shall leave the work area in a clean, neat, and orderly condition acceptable to the RAMP UP – South Technical Advisor.

#### **H.5 Accident Prevention**

In accordance with FAR Clause 52.236-13 “Accident Prevention” (NOV 1991), the Subcontractor shall provide and maintain work environments and procedures that will (1) safeguard the public, as well as Subcontractor’s personnel, property, materials, supplies, and equipment exposed to Subcontractor’s operations and activities; (2) avoid interruptions in RAMP UP – South operations, and avoid delays in project completion dates; and, (3) control costs in the performance of this Subcontract.

Subcontractor shall provide appropriate safety barricades, signs, and signal lights; and comply with all safety standards, laws, regulations, codes, as are applicable in the performance of work as required under this Subcontract.

#### **H.6 Availability and Use of Utility Services**

In accordance with FAR Clause 52.236-14 “Availability and Use of Utility Services” (APR 1984), the Subcontractor, at its expense and in a workmanlike manner and to the satisfaction of the RAMP UP – South Technical Advisor, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by RAMP UP – South, the Subcontractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

#### **H.7 Antiquities**

Subject to the provisions defined in the applicable laws, Subcontractor shall immediately notify RAMP UP – South of such findings of fossils, coins, antiquities, historic structures, and other vestiges of geological or archeological interest discovered on site. RAMP UP – South shall then consult with the appropriate authorities, and advise Subcontractor of the proper course of action. The Subcontractor shall take reasonable precautions to prevent his workmen or any other persons from removing or damaging any such article or artifact.

#### **H.8 Audit and Records**

The Subcontractor shall maintain books, records, documents, and other evidence to substantiate, without limitation, all costs incurred under or in connection with the Subcontract and to substantiate the other Subcontract requirements in accordance with generally accepted accounting principles prevailing in the United States, Afghanistan, or the International Accounting Standards Committee (an affiliate of the International Federation of Accountants) to substantiate properly all transactions under or in connection with the Subcontract. This clause does not apply to cost records for non-reimbursable cost items incurred under fixed-price (lump sum or unit price) Subcontracts, but it does apply to records concerning source of goods and other comparable Subcontract requirements applicable to such items. The foregoing constitute "records" for the purpose of this clause.

The Subcontractor shall maintain such records during the Subcontract term and for a period of 3 years after final payment. However, records which relate to appeals under the "Disputes and Appeals" clause or litigation or the settlement of claims arising out of the performance of this Subcontract shall be retained until such appeals, litigation, or claims have been finally settled.

All records shall be subject to inspection and audit by the United States Government, RAMP UP – South, or its authorized agents at all reasonable times. The Subcontractor shall afford the auditor proper facilities for such inspection and audit.

The Subcontractor further agrees to include in all its sub-Subcontracts hereunder a provision that the Sub-Subcontractor agrees to maintain such records and that the U.S. Government, RAMP UP – South, or any of its authorized agents shall, until the expiration of 3 years after final payment under the sub-Subcontract, have access to and the right to examine any records of such Sub-Subcontractor involving transactions related to the sub-Subcontract.

### **H.9 Authorized Geographic Code**

The authorized geographic code for procurement of goods and services under this Subcontract is 935. Any commodity or service from Cuba, Iran, Syria, Laos, North Korea, and North Sudan are **ineligible** for financing under this Subcontract.

### **H.10 Certification and Insurance Coverage**

The Subcontractor shall certify and provide certification that it is duly chartered, qualified, licensed, and/or registered to provide the services proposed and in support of the requirements hereunder. The Subcontractor shall furnish certification of authority to conduct business in Afghanistan.

During the course of this Subcontract, the Subcontractor shall carry and maintain insurance and show proof of coverage as required and prescribed by law, inclusive of the following:

1. Comprehensive general liability insurance as required by the Government of Afghanistan, local cities and districts, and any other applicable laws and as prescribed;
2. Professional (error and omission) liability insurance as required by the Government of Afghanistan, local cities and districts, and any other applicable laws and as prescribed;
3. Insurance to cover any damages or destruction of works, for whatever cause;
4. Insurance coverage for equipment and tools used under this Subcontract;
5. All social insurance as required by applicable laws for all employees.
6. Current DBA premium rate for USAID Contracts is: \$2.00 per \$100 remuneration.
7. Defense Base Act (DBA) Insurance for employees claimed as labor on this Subcontract in accordance with the Labor Documentation requirements: Pursuant to the clause of this Subcontract entitled "Worker's Compensation Insurance (Defense Base Act)" (AIDAR 752.228 03), the Subcontractor shall obtain DBA coverage from USAID's current insurance carrier for such insurance. USAID's DBA insurance carrier is Allied World Assurance Company (Allied). To obtain DBA insurance, the Subcontractor shall contact Allied's agent, Aon Risk Insurance Services West, Inc.

Primary Contact

AON  
199 Fremont St, Suite 1400  
San Francisco, CA 94105  
Phone: 415-486-7554  
[fred.robinson@aon.com](mailto:fred.robinson@aon.com)  
with copies to the following  
[regina.carter@aon.com](mailto:regina.carter@aon.com)

Secondary Contact

AON  
1120 20<sup>th</sup> St. NW, Suite 600  
Washington, DC  
Phone: 202-862-5306  
[regina.carter@aon.com](mailto:regina.carter@aon.com)  
with copies to  
[ellen.rowan@aon.com](mailto:ellen.rowan@aon.com)

### **H.11 Terrorist Financing Prohibition/ Executive Order 13224**

The Subcontractor (including its employees, consultants and agents) by entering into this Subcontract certifies that it does not engage, support or finance individuals and/or organizations associated with terrorism. The Subcontractor 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. A list of entities and individuals subject to restrictions, prohibitions and sanctions can be found at the web site of the Department of Treasury's Office of Foreign Assets Control (OFAC) , at <http://treasury.gov/ofac>. It is the legal responsibility of the Subcontractor to ensure compliance with all U.S. Executive Orders and laws. This provision must be included in all Subcontracts or subawards issued under this Subcontract.

#### **H.12 Subcontracting with Subcontractors Debarred, Suspended, or Proposed for Debarment**

In accordance with FAR Clause 52.209-6 "Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment" (JUL 1995), the Subcontractor or any third-tier Subcontractor must certify that they are not debarred, suspended, or proposed for debarment. RAMP UP – South will not award a Subcontract to any firm or firms' principals who are debarred, suspended, or proposed for debarment, or who proposes to do business with firms or firms' principals who are debarred, suspended, or proposed for debarment, in the performance of the requirement of this Subcontract.

#### **H.13 Anti-Kickback (Corruption) (Ref FAR Clause 52.203-7 as altered)**

##### **(a) Definitions**

*Kickback*, as used herein, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind, which is provided, directly or indirectly, to the RAMP UP – South project office or any of its employees, the Subcontractor or Subcontractor's employees, or other service providers in any way related to the performance or subsequent activities of this Subcontract, for the purpose of improperly obtaining or rewarding favorable treatment in connection with this Subcontract.

*Person*, as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

*Subcontractor employee*, as used in this clause, means any officer, partner, employee, or agent of the Subcontractor.

(b) The Subcontractor and its employees, whether directly or indirectly engaged in the performance of this Subcontract, agree to abide by the terms of the United States Anti-Kickback Act of 1986, which prohibits any person from providing or attempting to provide any kickback; soliciting, accepting, or attempting to accept any kickback; or including, directly or indirectly, the amount of any kickback in the Subcontract price charged by the Subcontractor to RAMP UP – South.

When the Subcontractor has reasonable grounds to believe that a violation described in paragraph (b) of this provision may have occurred, the Subcontractor shall promptly report in writing the possible violation. Such reports shall be made to RAMP UP – South, who shall forward the report to the USAID Inspector General for investigation.

The Subcontractor further agrees to cooperate fully with any United States Government or Afghan agency investigating a possible violation described in paragraph (b) of this clause.

Chemonics may offset the amount of the kickback against any monies owed by Chemonics under this fixed price Subcontract or order the monies withheld from future payments due the Subcontractor.

The Subcontractor agrees to include the substance of this provision in any Subcontract it may issue under this Subcontract.

#### **H.14 Minimum Age and Hours of Employment**



Chemonics neither engages in nor condones unlawful employment, or exploitation of children in the workplace. Since work under the Subcontract maybe considered hazardous at times, the minimum age for employment of individuals is **18 years** of age. Hazardous work is defined as:

1. Work underground, under water, at dangerous heights or confined spaces;
2. Work with dangerous machinery, equipment and tools, or which involves the manual handling or transport of heavy loads;
3. Work in unhealthy environments which may, for example expose children to hazardous substances, agents or processes, or to temperatures, noise levels, or vibrations damaging to their health;
4. Work under particularly difficult conditions such as work for long hours or during the night or work where the child is unreasonable confined to the premises of the employer.

The Subcontractor shall remunerate employees and consultants employed under this fixed price Subcontract in accordance with the pay scales and pay rates established by labor law and/or consistent with reasonable local standards for the type of work to be performed.

The Subcontractor shall inform Chemonics in writing, within 24 hours, if it discovers that:

1. An individual under the age of 18 has been employed in hazardous work by the Subcontractor; or
2. An employee or consultant of the Subcontractor knowingly or unknowingly employed an individual under the age of 18 for hazardous work.

### **H.15 Security**

Security in Afghanistan remains tenuous. While in many provinces the security situation can be described as calm, there remain areas where insurgents continue to work to undermine the progress and development of the country. The potential for random or targeted acts against US personnel or US Subcontractors and implementing partners should not be down-played.

Security for the Subcontractor's personnel, equipment, and offices shall be the responsibility of the Subcontractor. The Subcontractor shall assess the security situation in relation to the scope of work of this Subcontract and institute appropriate measures to address any security threats. If security factors are expected to disrupt implementation of this Subcontract or to cause delay in attaining established targets, it is the Subcontractor's responsibility to immediately notify the Chemonics RAMP UP – South Technical Advisor or designee.

### **H.16 Prohibition on Assistance to Drug Traffickers**

RAMP UP – South/Chemonics reserves the right to terminate this Subcontract, to demand a refund or take other appropriate measures if the Subcontractor is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR Part 140.

### **H.17 Restrictions On Certain Foreign Purchases (Far 52.225-13)**

- (a) Except as authorized by the Department of Treasury's Office of Foreign Assets Control (OFAC), the Subcontractor shall not acquire for its use in the performance of this Subcontract, any supplies or services if any proclamation, U.S. Executive Order, U.S. statute, or OFAC's implementing regulations (31 CFR Chapter V), would prohibit such a transaction by a U.S. person, as defined by law.
- (b) Except as authorized by OFAC, most transactions involving Cuba, Iran, the Sudan, Burma and North Korea are prohibited, including importing/exporting to/from the United States, engaging in financial transactions, or facilitating any prohibited transactions by third parties. Lists of entities and individuals

subject to economic sanctions – which are updated routinely - are included in OFAC’s List of Specially Designated Nationals and Blocked Persons at <http://www.treas.gov/offices/enforcement/ofac/sdn>. It is the Subcontractor’s responsibility to remain informed as to sanctioned parties and to ensure compliance with all relevant U.S. sanctions and trade restrictions. More information about these restrictions, as well as updates, is available in the OFAC’s regulations at 31 CFR Chapter V and/or on OFAC’s website at <http://www.treas.gov/offices/enforcement/ofac>.

- (c) The Subcontractor shall insert this clause, including this paragraph (c), in all Subcontracts and subawards issued under this Subcontract.

#### **H.18 Compliance With U.S. Export Laws**

Subcontractor warrants and agrees to comply with all U.S. trade laws and regulations, including but not limited to: (i) the Arms Export Control Act and the International Traffic in Arms Regulations (ITAR), 22 C.F.R. Parts 120 et seq.; (ii) the Export Administration Act of 1979 and the Export Administration Regulations (EAR) 15 C.F.R. Parts 730 et seq., (including the EAR’s anti-boycott provision); (iii) the International Emergency Economic Powers Act and the Office of Foreign Asset Controls Restrictions, 31 C.F.R. Parts 500-599; and (iv) other applicable U.S. laws and regulations. As required, subject to Chemonics’ prior approval for all exports or imports under the Subcontract, Subcontractor shall determine any export license requirements, obtain any export license or other official authorization, and carry out any customs formalities for the export of goods or services. Subcontractor agrees to cooperate in providing any reports or other documentation related to export compliance requested by Chemonics. Subcontractor agrees to indemnify and defend Chemonics for any penalties, fines, or other regulatory action taken against Chemonics as a result of Subcontractor’s non-compliance with this provision.

#### **H.19 Non-Discrimination, Affirmative Action And Anti-Boycott Compliance**

- (a) Chemonics is an Equal Opportunity and Affirmative Action Employer. Unless exempt, the Equal Opportunity clauses in the Federal Acquisition Regulations cited in Section T and set forth at Title 41 Code of Federal Regulations (CFR) § 60-1.4(a) (for women and minorities), 41 CFR § 60-250.5(a) and 41 CFR § 60-300.5(a) (for veterans), and 41 CFR § 60-741.5(a) (for disabled individuals); the provisions of 41 CFR § 61-250.10 and 41 CFR § 61-300.10 (veterans’ employment reports); and the provisions of 29 CFR Part 471, Appendix A to Subpart A (posting notice of employee rights) are incorporated by reference as terms and conditions of this agreement and are binding on Subcontractors/Vendors. Unless exempt, Subcontractors/ Vendors also may be required to prepare written affirmative action programs as set forth at 41 CFR § 60-2.1 and/or otherwise comply with the regulations at 41 CFR Part 60.
- (b) As described in Section H.14, it is the policy of Chemonics International to comply fully with all U.S. export control laws, including the EAR’s anti- boycott provisions, which encompass adherence to reporting requirements and refraining from any prohibited boycott activity or agreement. Pursuant to these provisions, the Subcontractor and its owners, directors, officers, employees, or agents thereof, agrees that it shall not enter into agreements to:
- i. discriminate against other persons based on race, religion, sex, national origin or nationality.
  - ii. furnish information about the race, religion, sex, or national origin of another person.
  - iii. refuse to do business with or in Israel or with blacklisted companies.
  - iv. furnish information about business relationships with or in Israel or with blacklisted companies.

The Subcontractor shall report to Chemonics when any such requests related to the work of this Subcontract are encountered and shall agree to any required reporting of such requests to the U.S. Department of Commerce Bureau of Industry and Security and the U.S. Internal Revenue Service

#### **H.20 Compliance with U.S. Anti-Corruption Regulations**

Consistent with the principles and requirements of the United States Foreign Corrupt Practices Act (FCPA), the OECD Convention on Combating Bribery of Foreign Officials in International Business Transactions, the United States False Claims Act (FCA), the United States Anti-Kickback Act, and all related and implementing legislation that may be applicable to this Subcontract, the Subcontractor certifies, warrants and represents that:

- (a) It has not made, authorized, or offered (and will not make, authorize, or offer) any payment, or given, authorized, or offered (and will not give, authorize the giving of, or offer) anything of value, directly or indirectly, with respect hereto or otherwise,
  - (i) To any official or employee of any foreign government, state-owned enterprise, or international organization,
  - (ii) To any person acting in an official capacity for or on behalf of any government state-owned enterprise, or international organization, or
  - (iii) To any political party or to any person known to be a candidate for any office in any government;

In order to

- 1. influence any act or decision in any such person's official capacity;
  - 2. induce any such person to do or omit to do any act in violation of their lawful duty;
  - 3. secure any improper advantage; or
  - 4. induce any such person to use influence with any government or instrumentality thereof to affect or influence any act or decision of such government or instrumentality, for the purpose of obtaining or retaining business or directing business to any person.
- (b) It has not made, used, or caused to be made or used (and will not make, use, or cause to be made or used), a false record or statement to get a false or fraudulent claim paid or approved by the Government (including payment via the prime contractor). This includes, inter alia:
    - (i) Submitting for payment or reimbursement a claim known to be false or fraudulent
    - (ii) Making or using a false record or statement material to a false or fraudulent claim or to an 'obligation' to obtain payment from the government (including payment via the prime contractor).
    - (iii) Engaging in a conspiracy to defraud by the improper submission of a false claim.
    - (iv) Concealing, improperly avoiding or decreasing an obligation to pay money to the government.
  - (c) The Parties agree to promptly advise each other if they believe violations of this provision has occurred, so that the matter may be handled in a timely fashion, and to cooperate on reporting requirements, if any.

Notwithstanding any other provision in this Subcontract, Chemonics considers non-compliance with this Section to be a material breach of this Subcontract and reserves the right to terminate this Subcontract, upon written notice, if it determines in its sole discretion that the Subcontractor is in breach of this Section.

## **H. 21 EXCUSABLE DELAYS**

Unanticipated events may occur that are out of the control of the Subcontractor. These events may cause a delay in the implementation of the construction schedule and activities and may require a time extension to the Subcontract.

Pursuant to FAR 52.249-14, Chemonics may consider a time extension due to excusable delays under the following circumstances:

- (a) Except for defaults of lower-tier Subcontractors at any tier, the Subcontractor shall not be in default because of any failure to perform this Subcontract under its terms if the failure arises from causes beyond the control and without the fault or negligence of the Subcontractor. Examples of these causes are (1) acts

of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Subcontractor. "Default" includes failure to make progress in the work so as to endanger performance.

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

- (1) The lower-tier Subcontracted supplies or services were obtainable from other sources;
- (2) Chemonics ordered the Subcontractor in writing to purchase these supplies or services from the other source; and
- (3) The Subcontractor failed to comply reasonably with this order.

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

**Section H.22 Protecting Chemonics' Interests when Subcontractor is Named on Suspected Terrorists or Blocked Individuals Lists, Ineligible to Receive USAID Funding, or Suspended, Debarred or Excluded from Receiving Federal Funds**

In addition to any other rights provided under this fixed price subcontract, it is further understood and agreed that Chemonics shall be at liberty to terminate this subcontract immediately at any time following any of the following conditions:

- a) The Subcontractor is named on any list of suspected terrorists or blocked individuals maintained by the U.S. government, including but not limited to (a) the Annex to Executive Order No. 13224 (2001) (Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or (b) the List of Specially Designated Nationals and Blocked persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury.
- b) USAID determines that the Subcontractor is ineligible to receive USAID funding pursuant to U.S. laws and regulations;
- c) The Subcontractor is identified on the U.S. Government's Excluded Party List System, or successor listing, as being suspended, debarred, or excluded from receiving federal awards or assistance.

Upon such termination the Subcontractor shall have no right to any further payments following the notice of termination given by Chemonics to the Subcontractor.

**END OF SECTION H**

**PART II - SUBCONTRACT CLAUSES**

**SECTION I. CLAUSES INCORPORATED BY REFERENCE**

This fixed price Subcontract incorporates the following clauses of the Federal Acquisition Regulations (48 Code of Federal Regulations, Chapter 1) and AID Acquisition Regulations (48 Code of Federal Regulations, Chapter 7) by reference, with the same force and effect as if they were given in full text. The full text is available at <http://www.arnet.gov/far/> and <http://www.info.usaid.gov/pubs/ads/aidar9-1.pdf>. Modifications which apply to this fixed price Subcontract appear after each clause. It is understood and agreed that the Subcontractor may be obligated by and to Chemonics for any specifications or documentation required of Chemonics under these clauses, and that references to the Contractor may also refer to the Subcontractor. The Subcontractor hereby agrees to abide by the terms and conditions imposed by these clauses. With respect to documentation and approvals required under these clauses, all such documentation and approvals shall be submitted to or requested from Chemonics.

References in the text of incorporated clauses to "the Government," "USAID," or "Contracting Officer" may, depending on their context, refer to "Chemonics," and references to "the Contractor" may refer to the "Subcontractor."

**I.1 Federal Acquisition Regulations (FAR) Clauses**

<b>FAR CLAUSE NUMBER</b>	<b>TITLE AND YEAR</b>
52.202-1	DEFINITIONS (JUL 2004)
52.203-3	GRATUITIES (APR 1984)
52.203-6	RESTRICTION ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)
52.203-7	ANTI-KICKBACK PROCEDURES (JUL 1995)
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (MAY 1997)
52.203-12	LIMITATION OF PAYMENT TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2003)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (SEP 2006)
52.211-18	VARIATION IN ESTIMATED QUANTITY (APR 1984)
52.215-2	AUDIT AND RECORDS - NEGOTIATION (JUN 1999)
52.215-14	INTEGRITY OF UNIT PRICES (OCT 1997)
52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES (FEB 2008)
52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
52.223-6	DRUG FREE WORKPLACE (JAN 2001)
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB, 2000)
52.227-1	AUTHORIZATION AND CONSENT (JUL 1995)
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)

52.227-9	REFUND OF ROYALTIES (APR 1984)
52.228-3	WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT) (APR 1984)
52.229-6	TAXES - FOREIGN FIXED PRICE CONTRACTS (JUN 2003)
52.236-2	DIFFERING SITE CONDITIONS (APR 1984)
52.236-3	SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)
52.236-5	MATERIAL AND WORKMANSHIP (APR 1984)
52.236-6	SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)
52.236-7	PERMITS AND RESPONSIBILITIES (NOV 1991)
52.236-9	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)
52.236-14	AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)
52.236-15	SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)
52.236-16	QUANTITY SURVEYS (ALT I) (APR 1984)
52.236-17	LAYOUT OF WORK (APR 1984)
52.236-21	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (APR 1984)
52.242-15	STOP-WORK ORDER (APR 1984)
52.243-1 (Alt I)	CHANGES – FIXED PRICE (AUG 1987)
52.246-12	INSPECTION OF CONSTRUCTION (AUG 1996)
52.246-21	WARRANTY OF CONSTRUCTION (APR 1984)
52.246-25	LIMITATION OF LIABILITY – SERVICES (FEB 1997)
52.249-1	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 1984)
52.249-10	DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)

## I.2 Agency for International Development Acquisitions Regulation (AIDAR) Clauses

<b>AIDAR CLAUSE NUMBER</b>	<b>TITLE AND YEAR</b>
752.202 Alt.70 and Alt.72	DEFINITIONS ALT. 70/ALT.72 (JANUARY, 1990)
752.211-70	LANGUAGE AND MEASUREMENT (JUNE, 1992)
752.225-70	SOURCE, ORIGIN AND NATIONALITY REQUIREMENTS (FEBRUARY, 2007)
752.228-3	WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT)
752.228-9	CARGO INSURANCE
752.228-70	MEDICAL EVACUATION (MEDEVAC) SERVICES
752.7005	SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS (OCTOBER, 1997)
752.7009	MARKING (JANUARY, 1993)
752.7025	APPROVALS (APRIL, 1984)
752.7027	PERSONNEL (DECEMBER, 1990)
752.7032	INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION (JANUARY, 1990)

752.7033	PHYSICAL FITNESS (JULY, 1997)
752.7034	ACKNOWLEDGEMENT AND DISCLAIMER (DECEMBER, 1991)

### **I.3. Design Within Funding Limitations (52.236-22)**

(a) The Subcontractor shall accomplish the design services required under this Subcontract so as to permit the award of a construction contract, using standard Federal Acquisition Regulation procedures for the construction of the facilities designed at a price that does not exceed the estimated construction contract price as set forth in paragraph (c) below. When bids or proposals for the construction contract are received that exceed the estimated price, the Subcontractor shall perform such redesign and other services as are necessary to permit contract award within the funding limitation. These additional services shall be performed at no increase in the price of this Subcontract. However, the Subcontractor shall not be required to perform such additional services at no cost to Chemonics if the unfavorable bids or proposals are the result of conditions beyond its reasonable control.

(b) The Subcontractor shall promptly advise the Contracting Officer if it finds that the project being designed shall exceed or is likely to exceed the funding limitations and it is unable to design a usable facility within these limitations. Upon receipt of such information, the Contracting Officer shall review the Subcontractor's revised estimate of construction cost. Chemonics may, if it determines that the estimated construction contract price set forth in this Subcontract is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in paragraph (c) below, or Chemonics may adjust such estimated construction contract price. When bids or proposals are not solicited or are unreasonably delayed, Chemonics shall prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids or proposals to determine compliance with the funding limitation.

(c) The estimated construction contract price for the project described in this Subcontract is **XXXXXXXX**.

### **I.4. Responsibility of the Architect-Engineer Subcontractor (FAR 52.236-23)**

(a) The Subcontractor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Subcontractor under this Subcontract. The Subcontractor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services.

(b) Neither Chemonics or *(insert counterpart's name here)*'s review, approval or acceptance of, nor payment for, the services required under this Subcontract shall be construed to operate as a waiver of any rights under this Subcontract or of any cause of action arising out of the performance of this Subcontract, and the Subcontractor shall be and remain liable to Chemonics in accordance with applicable law for all damages to Chemonics caused by the Subcontractor's negligent performance of any of the services furnished under this Subcontract.

(c) The rights and remedies of Chemonics provided for under this Subcontract are in addition to any other rights and remedies provided by law.

(d) If the Subcontractor is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

### **I.5. Miscellaneous**

(a) This Subcontract embodies the entire agreement and understanding among the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and

understandings between or among the parties relating to the subject matter hereof. No statement, representation, warranty, covenant, or agreement of any kind not expressly set forth in this Subcontract shall affect, or be used to interpret, change, or restrict the express terms and provisions of this Subcontract. Each of the parties hereto agrees to cooperate with the other parties hereto in effectuating this Subcontract and to execute and deliver such further documents or instruments and to take such further actions as shall be reasonably requested in connection therewith.

- (b) All statements, representations, warranties, covenants, and agreements in this Subcontract shall be binding on the parties hereto and shall inure to the benefit of the respective successors and permitted assigns of each Party hereto. Nothing in this Subcontract shall be construed to create any rights or obligations except among the parties hereto, and no person or entity shall be regarded as a third-party beneficiary of this Subcontract.
- (c) In the event that any court of competent jurisdiction shall determine that any provision, or any portion thereof, contained in this Subcontract shall be unenforceable or invalid in any respect, then such provision shall be deemed limited to the extent that such court deems it valid or enforceable, and as so limited shall remain in full force and effect. In the event that such court shall deem any such provision partially or wholly unenforceable, the remaining provisions of this Subcontract shall nevertheless remain in full force and effect.
- (d) The headings and captions contained in this Subcontract are for convenience only and shall not affect the meaning or interpretation of this Subcontract or of any of its terms or provisions.
- (f) Unless otherwise specifically agreed in writing to the contrary: (i) the failure of any party at any time to require performance by the other of any provision of this Subcontract shall not affect such party's right thereafter to enforce the same; (ii) no waiver by any party of any default by any other shall be valid unless in writing and acknowledged by an authorized representative of the non-defaulting party, and no such waiver shall be taken or held to be a waiver by such party of any other preceding or subsequent default; and (iii) no extension of time granted by any party for the performance of any obligation or act by any other party shall be deemed to be an extension of time for the performance of any other obligation or act hereunder.
- (g) Each party has been represented by its own counsel in connection with the negotiation and preparation of this Subcontract and, consequently, each party hereby waives the application of any rule of law that would otherwise be applicable in connection with the interpretation of this Subcontract, including but not limited to any rule of law to the effect that any provision of this Subcontract shall be interpreted or construed against the party whose counsel drafted that provision.
- (h) This Agreement may be executed in any number of counterparts, and by different parties hereto on separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.



## I.6 VETTING ORDER CLAUSES

### I. 4-14.00

Information for Non-US Contractors, Subcontractors, and Key Individuals is required when the Subcontract value is in excess of \$150,000, if an amendment, modification, or additional order would increase the amount of the Subcontract above \$150,000, or when a Subcontract of any value is awarded to a Non-US private security company.

- (a) The contractor must complete and submit the “USAID” Information Form” for:
  - i. Itself, if is non US Entity
  - ii. Each Subcontractor or Subcontractor of Subcontractors regardless of the tier, that is a non-US entity; or
  - iii. Each Key Individual that is a non-US entity.
- (b) For purposes of this clause, the following definitions apply:

“Non- US entity” means (1) any none-US citizen or non-permanent resident of the United States; or (2) any entity that is not formed in the United States or for which 50% or more of the equity is owned or control or controlled by persons who are not US. citizens or permanent legal residents of the United States.

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

- (c) The requirement of paragraph (a) of this clause must be completed at prior to the Government’s acceptance for the contracts and following that, at the earlier of:
  - (1) Once a year; or
  - (2) When there is a change or addition to any entity or person identified in paragraph (a).
- (d) USAID reserves the rights 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 US. law or policy prohibiting supports for terrorism, or facilitating criminal activity. In such cases, USAID’s Contracting Officer will provide written instruction to the recipient to terminate the sub-award. (End of provision)

### II. 4-14.002

Certification Regarding Provision of Support to Persons Engaged in Terrorism.

- (a) By entering in to this Subcontract, the Subcontractor certifies, to the best of its knowledge and belief that:
  - (1) The Subcontractor, to the best of its current knowledge, did not provide, within the previous ten years and will take all reasonable steps to ensure that it does not and will not knowingly provide, material support or resources to any individuals or entity that commits, attempts to commit, advocates, facilitates, or participate in terrorist acts, or has committed, attempted to commit, facilitate, or participate in terrorist acts, as that term is defined in paragraph 3.
  - (2) The following steps may enable that Subcontractor to comply with its obligation under paragraph 1:
    - a. Before providing any material support or resources to an individual or entity, the Subcontractor will verify that the individual or entity dose not (i) appear on the master list

of Special Designated National and Blocked Persons, which list is maintained by the U.S Treasury's Office of Foreign Assets Control (OFAC) and it available online at OFAC's website: <http://www.treas.gov/eoffice/ofac/sdnt/t11sdn.pdf>, or (ii) is not included in any supplementary information concerning prohibited individuals or entities that may be provided to the Subcontractor by Chemonics.

- b. Before providing any material support or resources to an individual or entity, the Subcontractor also will verify that the individual or entity has not been designated by the United Nations Security (UNSC) sanctions committee established under UNSC Resolution 1267 (1999) (the "1267 committee) [individual and entities linked to the Taliban, Usama Bin Ladin, or the Al Qaida Organization]. To determine whether there has been a published designation of an individual or entity by the 1267 Committee, the Subcontractor should refer to the consolidation list available online at the Committee's website:<http://www.un.org/Docs/sc/committee/1267/1267ListEng.htm>.
  - c. Before providing any material support or resources to an individual or entity, the Subcontractor will consider all information about that individual or entity of which it is aware and all public information that is reasonably available to it of which it should be aware.
  - d. The Subcontractor also will implement reasonable monitoring and oversight procedures to safeguard against assistance being diverted to support terrorist activity.
- (3) For purposes of this Certification.
- a. "Material support and resources" means currency or monetary instrument or financial securities, financial services, lodging, training , expert advice or assistance, safehouses, false documentation or identification, communication equipment, facilities, weapons, lethal substances, explosives, personal, transportation, and other physical assets, except medicine or religious materials."
  - b. "Terrorist act" means-
    - (i) An act prohibited pursuant to one of the 12 United Nations Convention and Protocols related to terrorism (see UN terrorism conventions Internets site: <http://untreaty.un.org/English/Terrorism.asp>); or
    - (ii) An act of premeditated, politically motivated violence perpetrated against noncombatant targets by sub national groups or clandestine agents; or
    - (iii) Any other act intended to cause death or serious bodily injury to a civilian, or to any other person not taking an active part in hostilities in a situation of armed conflict, when the purpose of such act, by its nature or context, is to intimidate a population, or to compel a government or an international organization to do or to abstain from doing any act.
  - c. Reference in this Certification to the provision of material support and resources shall not be deemed to include that furnishing of USAID funds or USAID-financed commodities to the ultimate beneficiaries of USAID assistance, such as recipients of food, medical care, micro-enterprise loans, shelter, etc., unless the contactor has reason to believe that one or more of these beneficiaries commits, attempts to commit, advocates, facilitate or participates in terrorist acts, or has committed attempted to commit, facilitated or participated in terrorist acts.
  - d. The Subcontractor's obligations under paragraph 1 are not applicable to the procurement of goods and/ or services by the Subcontractor that are required in the ordinary course of business through contract for purchase, e.g., utilities, rents office supplies, gasoline etc., unless that Subcontractor has reason to believe that a vendor or supplier of such goods and services commits, attempts to commit, advocate, facilities, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participate in the terrorist acts.
- (b) By entering into this Subcontract, the offeror acknowledges that is has a continuing obligation and shall notify Chemonics within 72 hours in writing if it has intentionally or unintentionally taken any actions that have the results and effect of being inconsistent with the certification in subsection(a)

of this clause.

- (c) The Certification in paragraph (a) of this provision and the requirement to update Chemonics as to a change in status as set forth in paragraph (b) are material representation upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, or did not notify Chemonics in writing of a change in such certification, in addition to other remedies available, Chemonics may terminate the Subcontract resulting from this solicitation for default.

III. Restriction on certain foregoing purchases (June 2008)

- a. Excepts as authorized by the Office of Foregoing Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in that performance of this contact , any supplies or services if any proclamation, Executive order, or status administered by OFAC, or if OFAC's implementing regulations at 31 CFR Chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.
- b. Except as authority by OFAC, most transaction involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, in to the United States or its outlying areas. List of entities and individuals subject to economic sanctions are included in OFAC's List of Special Designated National and Blocked persons at: <http://www.treas.gov/office/enforcement/ofac/sdn>. More information about these restrictions, as well as updates, is available in the OFAC's regulation at 31 CFR Chapter V and/or on OFAC's website at <http://www.treas.gov/offices/enforcement/ofac>.
- c. The Contractor shall insert this clause, including this paragraph (c), in all Subcontracts.
- d. Before awarding any grant or similar instrument, the Contractor/Recipients shall obtain from the proposed sub-awardees the certification required under USAID's Acquisition and Assistance Policy Determination 04-14 (AAPD 04-14), Certification Regulation Terrorist Financing Implementation E.O. 13224 (Revision 2).

**END OF SECTION I**

**PART II – SUBCONTRACT ATTACHMENTS**

**SECTION J: LIST OF ATTACHMENTS**

- J.1 Statement of Work, Technical Specifications and Conceptual Plan and Drawings
- J.2 Bill of Quantity
- J.3 Construction Schedule
- J.4 Subcontractor Certification for Invoices Form
- J.5 Subcontractor's Final Release Certificate Form
- J.6 Additional Terms and Conditions
- J.7 Laborer's Attendance and Payment Sheet Form
- J.8 Completed Certification of Non-Consent to Subcontract
- J.9 Completed Certification of Acknowledgment of Labor Documentation
- J.10 Completed Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions
- J.11 Completed Certification Regarding Debarment, Suspension, Proposed Debarment and Other Responsibility Matters
- J.12 Environmental Mitigation Measures

**J.1 Statement of Work, Technical Specifications, and Conceptual Drawings**

**To be inserted upon selection of Subcontractor**

**J.2 Bid Sheet**

**To be inserted upon selection of Subcontractor**

### **J.3 Construction Schedule**

**To be inserted upon selection of Subcontractor**

**Section J.4 Subcontractor Certification for Invoice Form**

The undersigned hereby certifies that the invoice has been prepared from the books and records of [insert company name] in accordance with the terms of Subcontract No. [insert Subcontract No.], and to the best of my knowledge and belief, all information contained herein is correct. The sum claimed under this Subcontract is proper and due. The work reflected by the costs included in this invoice has been performed (except as herewith reported in writing). The quantities and amounts involved are consistent with the requirements of this Subcontract, all CHEMONICS and/or USAID/Afghanistan approvals have been obtained, and that appropriate refund to CHEMONICS will be made promptly upon request in the event of disallowance of any claim or part thereof under the terms of this agreement.

I hereby certify, to the best of my knowledge and belief, that---

- (1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the Subcontract;
- (2) Payments to Subcontractors and suppliers have been made from previous payments received under the Subcontract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with Subcontract agreements and the requirements of the applicable laws of Afghanistan, and any applicable laws of the United States Government.

\_\_\_\_\_  
(Signature of Authorized Subcontractor Official)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)



**J.5 Subcontractor's Final Release Certificate Form**

Activity Name: \_\_\_\_\_ Subcontract No. \_\_\_\_\_

This Release and Certificate is made in accordance with the provisions of Subcontract No. XXX-X-XX-XXXXXX including any and all Amendments thereto, executed by the [insert company name] hereinafter referred to as the "SUBCONTRACTOR" and CHEMONICS hereinafter referred to as the "CONTRACTOR." The "CLIENT," hereinafter referred to is RAMP UP – South.

In consideration of payments made heretofore by the CONTRACTOR to the SUBCONTRACTOR for labor, materials, and services furnished by the SUBCONTRACTOR in the performance of said Subcontract, the SUBCONTRACTOR hereby unconditionally releases the CONTRACTOR and CLIENT, their Officers, Agents, Employees, Assigns, or Heirs from any and all liens and claims whatsoever for payments previously made to SUBCONTRACTOR by CONTRACTOR and in further consideration of the aforesaid payments as SUBCONTRACTOR being first duly sworn, further affirms and certifies under penalty of perjury that all labor, materials, and services of every nature by whomsoever furnished in connection with the performance of said Subcontract and all applicable state and federal payroll taxes and payroll insurances have been paid and SUBCONTRACTOR hereby agrees to indemnify CONTRACTOR and CLIENT, respectively, against, and hold them harmless of and from, all liens, claims, demands, penalties, losses, costs, damages, and liability in any manner whatsoever heretofore or hereafter arising out of or in respect of any claim by any person or governmental agency for payment for work, labor, services, designs, or materials heretofore or hereafter performed, furnished, or rendered under or pursuant to or in respect of the performance of said SUBCONTRACTOR or the aforesaid applicable taxes and insurances. CONTRACTOR shall give SUBCONTRACTOR prompt notice of any such liens, claims, demands, penalties, losses, costs, damages, and liability, and SUBCONTRACTOR shall have the sole right to control the defense and settlement thereof.

Executed this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_  
(Corporate Seal)

SUBCONTRACTOR

By \_\_\_\_\_

\_\_\_\_\_  
OFFICIAL TITLE

(If the SUBCONTRACTOR is a corporation, the following Certificate will be executed.)

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of the Corporation executing this Release and Certificate; that \_\_\_\_\_, who signed this Release and Certificate on behalf of the SUBCONTRACTOR was then \_\_\_\_\_, of said Corporation; that said Release and Certificate was duly signed for and on behalf of said Corporation by authority of its governing body, and is within the scope of its corporate powers.

PROVINCE OF \_\_\_\_\_ )  
SS.

COUNTRY OF \_\_\_\_\_ )

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR SAID COUNTRY

## J.6 Additional Terms and Conditions

These Additional Terms and Conditions are incorporated into the attached Fixed Price Subcontract (“Subcontract”) between (*insert Subcontractor name here*) (“Subcontractor”) and Chemonics International, Inc. (“Chemonics”) dated XXXXXXXXXXXX (collectively, “Agreement”). To the extent that the provisions of this Attachment conflict with or add to the provisions of the Subcontract, the provisions of this Attachment will prevail.

**1. Standard of Care.** Subcontractor shall perform the services authorized by the Agreement and in any subsequent change order as an independent contractor, using that degree of skill and care ordinarily exercise under similar conditions by reputable United States-based engineering consulting companies in the same or similar locality at the time of performance (“Standard of Care”). NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE OR INTENDED, AND THE SAME ARE SPECIFICALLY DISCLAIMED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. If Subcontractor fails to perform in accordance with the Standard of Care, Chemonics agrees that the damages for which Subcontractor shall be liable, if any, shall be limited to that proportion of such damages which is attributable to Subcontractor’s percentage of fault, subject to any other limitations otherwise set forth in the Agreement.

**2. Site Responsibility.** Chemonics will assist Subcontractor with access to the project site (“Site”) and all available Site information deemed necessary by Subcontractor. Subcontractor’s services do not include supervision or direction of the means, methods or actual work of other consultants, contractors and Subcontractors not retained by Subcontractor. Chemonics agrees that each such other party will be solely responsible for its working conditions and safety on the Site. Subcontractor’s monitoring of the procedures of any such other party is not intended to include a review of the adequacy of its safety measures. It is agreed that Chemonics is responsible for all security for the Site, and Subcontractor is not responsible for job performance safety at the Site, other than for Subcontractor’s employees, and that Subcontractor does not have the right or duty to stop the work of others.

**3. Site Conditions.** Should Subcontractor encounter conditions (“Conditions”) which were not reasonably anticipated, Subcontractor shall promptly provide notice to Chemonics before the Conditions are disturbed. Chemonics shall promptly investigate such Conditions. If, in Subcontractor’s reasonable opinion, the Conditions cause an increase in Subcontractor’s cost of, or time required for, performance of any part of its services, Chemonics shall issue a change order with an equitable adjustment in Subcontractor’s compensation, schedule, or both. In the event no change order is agreed to, Subcontractor reserves the right to either (i) suspend its performance until a change order is agreed to or (ii) discontinue its performance and terminate the Agreement.

Subcontractor: \_\_\_\_\_  
Initials

Chemonics: \_\_\_\_\_  
Initials

**J.7 Laborer's Attendance and Payment Sheet Form**

REGIONAL AFGHAN MUNICIPALITIES PRORGAM FOR URBAN POPULATIONS (RAMP UP) - SOUTH																																																	
Subcontract no. _____																																																	
Laborers Attendance and Payment Sheet																																																	
ASI/S Labor Attendance Report and Payment Record										Activity: _____										Location: _____										From: _____										To: _____									
Squad#	Name	Father's Name	Village Name	?	?	?	?	?	?	?	?	?	?	?	?	?	?	?	?	?	?	?	?	?	?	?	?	?	?	?	?	?	?	Total Days	Total Pay (af)	Payment received													
1	Foreman			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																
2				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																
3				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																
4				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																
5				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																
6				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																
7				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																
8				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																
9				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																
10				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																

  

Supv# _____	Foreman Name: _____	
Supervisor Name: _____	Foreman Signature: _____	
Supervisor Signature: _____	Paymaster Signature: _____	Pay Date: _____
Field Manager Signature: _____		

**J.8 Certification of Non-consent to Subcontract**

\_\_\_\_\_ (hereinafter called the "Subcontractor")

The Subcontractor hereby certifies the following:

The \_\_\_\_\_ implementing RAMP UP – South Subcontract No. **XXX-X-XX-XXXXXX** hereby acknowledges that \_\_\_\_\_ is not authorized to Subcontract out any portion or component of this activity to another Subcontractor.

\_\_\_\_\_  
Name and title of authorized representative

\_\_\_\_\_  
Signature

Date:

**J.9 Certification of Acknowledgement of Labour Documentation Requirements**

\_\_\_\_\_ (hereinafter called the "offeror")

The offeror hereby certifies the following:

**1. Labor Documentation Requirement**

The \_\_\_\_\_ implementing Subcontract No. **XXX-X-XX-XXXXXX** hereby acknowledges that \_\_\_\_\_ shall hire local laborers for this activity, and that these laborers shall be paid the rate of AFA 250 per day or work.

The \_\_\_\_\_ further certifies that shall furnish copies of laborer timesheets and pay slips, in accordance with the Chemonics labor documentation requirements as specified in RFP-FUND-LG-020 clauses 2.1.8 and 2.1.9. All contractor invoices shall be accompanied by complete cash for work laborers attendance and payment sheet for all unskilled laborers, and timesheets and pay slips for all skilled laborers and site supervisors employed under this contract.

Company Name

Name and title of authorized representative

\_\_\_\_\_  
Signature

Date:



**J.11 Completed Certification Regarding Debarment, Suspension, Proposed Debarment and Other Responsibility Matters**

\_\_\_\_\_ (*insert name of company*) (hereinafter called the "offeror")

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are  are not  presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have  have not , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) Subcontract or Subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property; and

(C) Are  are not  presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has  has not , within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Chemonics Chief of Party if, at any time prior to Subcontract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Chemonics Chief of Party may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an

erroneous certification, in addition to other remedies available to the Government, the Chemonics Chief of Party may terminate the Subcontract resulting from this solicitation for default.

\_\_\_\_\_ *insert name of company* \_\_\_\_\_  
(Offeror)

BY (Signature) \_\_\_\_\_ TITLE \_\_\_\_\_

TYPED NAME \_\_\_\_\_ DATE \_\_\_\_\_



## **J.12 Environmental Mitigation Measures**

**To be inserted upon selection of Subcontractor**

**J.13 Approved Final Design, Drawings, Technical Specifications and Implementing Plan**

Will be provided as deliverable 1 by subcontractor, and shall be attached to subcontract.