

INTERAGENCY ACQUISITION AGREEMENT

Between the

U.S. DEPARTMENT OF STATE
(Bureau of Near Eastern Affairs, Office of Iraq)

And the

U.S. ARMY CORPS OF ENGINEERS

I. PURPOSE

This Inter-Agency Agreement provides Iraq Relief and Reconstruction Funds (IRRF) from the Department of State, Bureau of Near Eastern Affairs, Office of Iraq (NEA/I) to the United States Army Corps of Engineers (USACE), hereafter called "Servicing Agency". The purpose of this Agreement is to secure the services of the Servicing Agency to provide support for an assessment and feasibility study to assist the Ministry of Electricity of the Government of Iraq. Consistent with its mission to handover to the Iraqis the responsibility for their essential services infrastructure, ITAO has identified a need for a transmission communication assessment and feasibility study to assess the Ministry of Electricity's (ME) communications and control technology needs.

II. SPECIAL STATUTORY AUTHORITIES AND RESTRICTIONS

A. State/NEA is authorized to provide these funds to the Servicing Agency pursuant to authority and funding provided in Title II, Chapter 2 of the Emergency Supplemental Appropriations Act for Defense and for the Reconstruction of Iraq and Afghanistan, 2004 (P.L. 108-106), which provides funding to carry out the purposes of the Foreign Assistance Act of 1961, as amended, (FAA) for security, relief, rehabilitation and reconstruction in Iraq.

B. This IAA is undertaken pursuant to the authority of Section 632(b) of the FAA, 22 U.S.C. 2392:

22 U.S.C. 2392. Government agencies.

(b) Utilization of services and facilities of other agencies.

Any officer of the United States Government carrying out functions under this chapter [Chapter 32 – Foreign Assistance] may utilize the services (including defense services) and facilities of, or procure commodities, defense articles, or military education and training from, any agency of the United States Government as the President shall direct, or with the consent of the head of such agency, and

funds allocated pursuant to this subsection to any such agency may be established in separate appropriation accounts on the books of the Treasury.

III. Scope of Work

1. The Servicing Agency shall provide the personnel and services to accomplish the activities outlined in this IAA. The following specifics shall apply:

- a) The ME needs immediate visibility into the operation of the transmission system. To do this, the ME must engage a contractor to conduct a feasibility study to gather the necessary data to assess the ME's communications capabilities. Such a study would assess the condition of the transmission system with respect to control and communications (including the communication system for Supervisory Control and Data Acquisition (SCADA) with a focus on technologies appropriate to current and new-term Iraqi needs, and that can be integrated with current ME technology and available equipment. The outcome would be a compilation and analysis of the data and an assessment of the transmission and control technologies that are, or could be, made adaptable to its current system condition.
- b) The contractor must demonstrate the following expertise:
 - Minimum of 10 years expertise in current European transmission technology, specifically microwave communications and Plesiochronous Digital Hierarchy (PHD)
 - Minimum of 10 years expertise in Voice Data and SCADA Communications transfer protocols
- c) ITAO anticipates the assessment being performed in three (3) Phases, although the contractor is free to suggest alternatives:
 - Meet with ME Staff to gather the data, location Baghdad, Iraq.
 - Analysis of the data and creation of a set of recommendation
 - Presentation of the results to the GOI, MOE, DPM for Essential Services, other regional Iraqi representatives, ITAO and USG/Coalition members. Advise and assist GOI members as needed to clarify and assist with initial implementation
- d) Deliverables:
 - Compilation of data gathered through coordination with the Ministry and report. Identification of shortfalls and recommendations to complete the ME's communications system.
 - Presentation of data and recommendations to the GOI and USG at a centralized location in Baghdad provided by the contractor.

2. The DOS shall pay all costs and fees associated with the Servicing Agency's provision of goods and services, as defined under this IAA. Subject to the terms and conditions below, the Servicing Agency agrees to make its best effort to perform the work within the amount in paragraph 6 of this Section.

3. The Servicing Agency reasonably estimates, at the time of signature of this IAA, that the cost of its overall actual fees for its activities related to furnishing these goods and services under this IAA will be approximately \$2,525,000.

4. The overall fees of the Servicing Agency in furnishing these goods and services does not include life support and security costs for the Servicing Agency, which are paid for out of separate Department of Defense Operation and Maintenance appropriations.

5. If at any time USACE has reason to believe that the costs that will accrue in performing this IAA in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 75 percent of the amount obligated in this IAA, USACE shall notify the DOS giving a revised estimate of the total price for performing the IAA with supporting reasons and documentation. Upon receipt of such notification and estimate, the DOS shall either provide the additional funds to the Servicing Agency, require that the scope of work be limited to that which can be paid for by the then-available funds, or direct termination of the work.

6. In the event that actual costs incurred by the Servicing Agency under this IAA exceed the amount obligated in section V, the Department of State agrees to pay such costs from legally and programmatically available funds. If the Department of State has no legally and programmatically available funds to pay such costs, the Department of State will use reasonable efforts to request from the relevant appropriations committees in Congress additional appropriations to pay for any such unpaid costs.

V. Budget

This program will consist of \$2,525,000 to be implemented in accordance with the following budget estimate:

Staff Compensation:	\$1,515,000
Travel:	\$379,000
Support/Security:	\$631,000

This amount is obligated in this IAA, on an advance of funds basis.

VI. Restrictions and Responsibilities

The Servicing Agency shall control and administer the activities financed under the program in compliance with the following restrictions:

1. Restrictions in both the applicable Appropriations Act, including the Supplemental, and in the Foreign Assistance Act of 1961, as amended, are applicable to the funds provided under this IAA.
2. The Servicing Agency agrees to carry out its responsibilities in accordance with applicable U.S. laws and regulations, and U.S. foreign policy directives.
3. The Servicing Agency shall use the funds available by this IAA for no purpose other than to carry out the Agreement under these terms and conditions, consistent with the Statement of Work (SOW) above. Funds will be used only for the specific purposes delineated in the agreement and SOW or as amended and agreed by ITAO. ITAO shall retain contractor selection approval authority. No funds provided under this agreement will be used for activities that would normally be performed in the absence of this agreement.
4. Approval must be obtained from ITAO prior to any modification in the Statement of Work. ITAO shall approve, modify, or deny the Servicing Agency's requests in a timely manner.
5. The Servicing Agency shall maintain accountability and controls in accordance with its agency rules and regulations, and shall be accountable to the Department of State for all funds made available to it in this Agreement. Funds shall not be expended on activities, services or materials that cannot be justified in terms of their contributions to meeting program objectives.

VII. Effective Date and Term of the Agreement

A. This agreement becomes effective upon the date of signature of both Parties. This agreement permits expenditures of funds through contracts, sub-contracts, cost-reimbursable and cooperative agreements for purposes set forth in the Statement of Work. This agreement will remain in effect until September 30, 2009 unless previously terminated pursuant to Section VII. Subject to the availability of funds, this IAA may be extended at the discretion of both Parties.

B. The funds that are obligated upon the signing of this agreement remain obligated and may be expended until the specified performance (or stated period of performance) is completed (or terminated). If, however, these funds are not fully expended by September 30, 2009, they shall be returned to the Department of State.

VIII. Termination

. Either party may terminate this IAA before completion of the project by providing 30 days written notice to the other party. Upon termination or expiration of this IAA, any funds not expended or sub-obligated for allowable expenses shall be refunded to the

Department of State. Such unexpended funds shall be returned to the Department of State within 30 days of receipt of the Final Financial Report by the Department of State. In the event of termination, the Department of State shall continue to be responsible for all costs incurred by the Servicing Agency in accordance with this IAA prior to the effective date of termination, and for the costs of closing out or transferring any on-going implementing agreements.

VIII. LIABILITY

- A. If liability of any kind is imposed on the United States in connection with the Servicing Agency's provision of goods and services under this IAA, the Servicing Agency will accept accountability for its actions, but the Department of State will remain responsible for providing such funds as are necessary to discharge this liability, and all related costs. This obligation relates to all funds legally and programmatically available to discharge this liability. Should the Department of State have insufficient funds legally and programmatically available to discharge this liability, it remains responsible for seeking additional funds from Congress for such purpose, although nothing in this IAA shall be construed to imply that Congress will appropriate funds sufficient to meet the liability.
- B. The Servicing Agency will inform the Department of State of any contract or other claim filed in connection with any activity funded by this IAA by including this information in the next monthly report provided in this IAA. The Department of State will be offered the opportunity to review and comment on litigations proceedings, including settlement negotiations, for claims that arise out any activity funded by this IAA.

IX. REPORTING REQUIREMENTS

- A. The Servicing Agency shall provide ITAO Chief Financial Officer with the following reports:
 - a. **Monthly Report:** The Servicing Agency shall provide a monthly report, by the 10th of each month, to State/ITAO on progress toward achieving program objectives and implementing approved work plans. In particular, this monthly report shall provide information on the expenditures and disbursement of funds through contracts, sub-contracts, cost-reimbursable and cooperative agreement for purposes set forth in Section III (Statement of Work). This monthly report shall also provide an ongoing assessment of the Servicing Agency's fees for pre-award and post-award activities, and any other Servicing Agency that will accrue to the Department of State as a result of this IAA. The Servicing Agency will adhere to the reporting and financial policy and procedures established under IRRF. State/ITAO will provide Servicing Agency with a template for monthly reports including cost-to-complete reports as well as project summary forms and project scope change forms used

to obtain authorization for project expenditures or modifications. The servicing agency may use project reporting and management systems as necessary and appropriate.

- b. **Quarterly Report:** The Servicing Agency shall provide an additional quarterly report to State/ITAO no later than 20 days prior to the end of each quarter. This report shall include a programmatic update with information on the status of achieving goals, objectives and benchmarks specific in the work plan, identification of significant problems or delays related to the achievement of objectives or activities, a brief summary of any corrective actions, and major activities planned for the next reporting period. The quarterly report shall report on all expenditures and disbursement of funds through contracts, sub-contracts, cost-reimbursable and cooperative agreement for purposes set forth in Section III (Statement of Work). The Servicing Agency will adhere to the reporting and financial policy and procedures similar to those established under IRRF. State/ITAO will provide the Servicing Agency with a template for quarterly reports.
- c. **Final Report:** The Servicing Agency shall provide a final report to State/ITAO no later than 90 days after completion (or, as applicable, termination) of the project. This report shall include a chronological summary of the information required for the monthly and quarterly reports described in this section from the beginning of this program to its completion and the assessment by the Servicing Agency of the impact of the program.
- d. Two hard copies of all reports shall be provided to the ITAO Director of Budget and the ITAO CFO.
- e. One copy of all reports shall be emailed to the ITAO Director of Budget, the ITAO CFO, and the Director, NEA/I.

IX. Modifications

This IAA may be modified by written agreement of both Parties and signed by the responsible officials listed in section XII below, or by an authorized designee.

X. Resolving Disagreements

Any disagreements concerning this IAA that cannot be resolved between the designated points of contact shall be referred for discussion and resolution to the Director of ITAO, U.S. Embassy Baghdad and the Commanding Officer for USACE Gulf Region Division.

XI. Responsible Officials

A. The Deputy Assistant Secretary, Bureau of Near Eastern Affairs, United States Department of State, and the Director of Programs, GRD shall be the officials responsible for signing this Agreement and exercising any termination clauses.

B. The following officials are the principal points of contact between the parties in the performance of this Agreement.

Steve A. Hill
ITAO Chief Financial Officer
US Embassy
Baghdad, Iraq

USACE, Gulf Region Division
Baghdad, Iraq

U.S. ARMY CORPS OF ENGINEERS

DEPARTMENT OF STATE


30 Sep 08

M.G. ENSCH
Director of Programs, GED
Baghdad


Date 9/29/08

Deputy Assistant Secretary,
Bureau of Near Eastern Affairs

RICHARD F. SCHMIERER

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